

ORDINANCE #66075
Board Bill No. 287
Committee Substitute

An ordinance, recommended by the Board of Estimate and Apportionment, authorizing the Mayor of the City of St. Louis, on behalf of the City, to submit a 2004 Annual Plan to the United States Department of Housing and Urban Development ("HUD") as required to apply for funding under the Federal Community Development Block Grant ("CDBG"), HOME Investment Partnerships ("HOME"), Emergency Shelter Grant ("ESG") and Housing Opportunities for Persons with AIDS ("HOPWA") Entitlement Programs, authorizing and directing the Mayor and the Comptroller on behalf of the City to enter into and execute agreements with HUD for the receipt of 2004 CDBG, HOME, ESG and HOPWA funds, appropriating the sum of Twenty Seven Million Dollars (\$27,000,000) which the City estimates will be available for the 2004 CDBG Program Year, appropriating the sum of Four Million Seven Hundred Sixteen Thousand Two Hundred Seventy-Eight Dollars (\$4,716,278) which the City estimates will be available for the 2004 HOME Program Year, appropriating the sum of Nine Hundred Fifty-Four Thousand Dollars (\$954,000) which the City estimates will be available for the 2004 ESG Program Year, appropriating the sum of One Million One Hundred Ninety-Eight Thousand Dollars (\$1,198,000) which the City estimates will be available for the 2004 HOPWA Program Year, authorizing and directing the Director of the Community Development Administration ("CDA") to contract with municipal agencies, non-profit corporations and other entities, as necessary for the expenditure of CDBG and HOME funds, to establish and implement a lump sum drawdown procedure for the purpose of financing property rehabilitation activities, and/or to establish and implement a procedure for providing financial assistance to CDBG-eligible undertakings through float loan financing, authorizing and directing the Director of the Department of Human Services ("DHS") to contract with municipal agencies, non-profit corporations and other entities, as necessary, for the expenditure of ESG funds, authorizing and directing the Director of Health and Hospitals to contract with municipal agencies, non-profit corporations and other entities, as necessary for the expenditure of HOPWA funds, and directing the Comptroller to issue warrants thereon upon the City Treasury; and containing an emergency clause.

WHEREAS, 2004 CDBG, HOME, ESG and HOPWA funding will become available on January 1, 2004; and

WHEREAS, in order to receive these funds, the City of St. Louis must submit to HUD a 2004 Annual Plan under its Consolidated Plan by November 15, 2003; and

WHEREAS, it is estimated that the 2004 CDBG Entitlement, together with previous year CDBG funds available for allocation, CDBG Program Income generated by activities conducted with previous year CDBG Funds that has not yet been appropriated for any purpose and CDBG Program Income estimated to be generated by activities conducted in 2004 with CDBG Funds, will amount to the sum of Twenty Seven Million Dollars (\$27,000,000); and

WHEREAS, the City has identified certain known appropriation needs as summarized in Exhibit A, and the City desires to appropriate the CDBG Entitlement and Program Income Funds for these needs, to establish and implement a lump sum drawdown procedure to finance and facilitate property rehabilitation activities, and to establish and implement a procedure for providing financial assistance to CDBG-eligible undertakings through float loan financing, and;

WHEREAS, it is estimated that the 2004 HOME Entitlement, together with previous year HOME funds available for allocation, HOME Program Income generated by activities conducted with previous year HOME Funds that has not yet been appropriated for any purpose and HOME Program Income estimated to be generated by activities conducted in 2004 with HOME Funds, will amount to the sum of Four Million Seven Hundred Sixteen Thousand Two Hundred Seventy-Eight Dollars (\$4,716,278); and

WHEREAS, the City has identified certain known appropriation needs as summarized in Exhibit A, and the City desires to appropriate the HOME Entitlement and Program Income Funds for these needs; and

WHEREAS, it is estimated that the 2004 ESG Entitlement, together with previous year ESG funds available for allocation, will amount to the sum of Nine Hundred Fifty-Four Thousand Dollars (\$954,000); and

WHEREAS, the City desires to appropriate the ESG Entitlement for these needs; and

WHEREAS, it is estimated that the 2004 HOPWA Entitlement, together with previous year HOPWA funds available for allocation, will amount to the sum of One Million One Hundred Ninety-Eight Thousand Dollars (\$1,198,000); and

WHEREAS, the City desires to appropriate the HOPWA Entitlement for these needs;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF ST. LOUIS, AS FOLLOWS:

Section One. The Mayor of the City of St. Louis, on behalf of the City, is hereby authorized and directed to submit an Annual Plan to the Department of Housing and Urban Development in order to make application for the 2004 CDBG, HOME, ESG and HOPWA Entitlement Programs.

Section Two. There is hereby appropriated the sum of Twenty Seven Million Dollars (\$27,000,000) of CDBG Funds for the purposes described in Exhibit A incorporated herein by reference. The Director of CDA is hereby authorized to make, negotiate and execute any and all contracts or other documents, including disbursing agreements and/or other agreements associated with lump sum drawdowns intended to facilitate property rehabilitation activities, and including agreements associated with the establishment

and implementation of a procedure for providing financial assistance to CDBG-eligible undertakings through float loan financing, on behalf of the City, which are necessary to carry out said programs and to expend said funds for the purposes and in the amounts specified in Exhibit A hereto, and the Comptroller is authorized and directed to issue warrants upon the City Treasury for payment thereon. The Director of CDA is further authorized and directed to transfer funds among the purposes described in Exhibit A when requested by the Alderperson in whose ward the funds were budgeted in this Ordinance with the approval of the Board of Estimate and Apportionment, to transfer funds among the City-wide purposes described in Exhibit A with the approval of the Board of Estimate and Apportionment, and, to the extent that additional Tax Increment Financing Revenue and/or program income becomes available that reduce the amount of new CDBG funds required to make the Section 108 loan payment, to add the amount of the CDBG Section 108 loan payment reduction to the City-wide housing production allocations, provided that the Board of Estimate and Apportionment shall approve the expenditure of such funds.

Section Three. There is further appropriated the sum of Four Million Seven Hundred Sixteen Thousand Two Hundred Seventy-Eight Dollars (\$4,716,278) of HOME Funds for the purposes described in Exhibit A incorporated herein by reference. The Director of CDA is hereby authorized to make, negotiate and execute any and all contracts or other documents, on behalf of the City, which are necessary to carry out said program and to expend said funds, and the Comptroller is authorized and directed to issue warrants upon the City Treasury for payment thereon. At least fifteen percent of the aforesaid 2004 HOME funds, or Seven Hundred Seven Thousand Four Hundred Forty-Two Dollars (\$707,442), must be committed to projects to be undertaken by certified Community Housing Development Organizations (CHDOs).

Section Four. There is further appropriated the sum of Nine Hundred Fifty-Four Thousand Dollars (\$954,000) of 2004 ESG Funds. The Director of the Department of Human Services is hereby authorized to make, negotiate and execute any and all contracts or other documents on behalf of the City which are necessary to carry out said program and to expend said funds, and the Comptroller is authorized and directed to issue warrants upon the City Treasury for payment thereon.

Section Five. There is further appropriated the sum of One Million One Hundred Ninety-Eight Thousand Dollars (\$1,198,000) of 2004 HOPWA Funds. The Director of Health and Hospitals is hereby authorized to make, negotiate and execute any and all contracts or other documents on behalf of the City which are necessary to carry out said program and to expend said funds, and the Comptroller is authorized and directed to issue warrants upon the City Treasury for payment thereon.

Section Six. This being an ordinance necessary for the immediate preservation of the public peace, health and safety and providing for public works, an emergency is hereby declared to exist within the meaning of Section 20, Article IV, of the Charter and this ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

See attached Exhibit A

Approved: November 14, 2003

ORDINANCE 66075 - EXHIBIT A**COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME PROGRAMS--2004 BUDGET**

	TOTAL AMOUNT	CDBG AMOUNT	HOME AMOUNT
<i>Public Services (Citywide)</i>			
Aid for Victims of Crime			
Aid for Victims of Crime, Inc. (CDBG)	\$13,500	\$13,500	
Community Education Centers			
St. Louis Board of Education (CDBG)	\$1,000,000	\$1,000,000	
Community Health-in-Partnership Services			
Community Health-in-Partnership Services (CDBG)	\$62,500	\$62,500	
Development Plan Review			
Fire Prevention Bureau	\$0	\$0	
Elderly Services			
St. Louis Area Agency on Aging (CDBG)	\$295,000	\$295,000	
Elmer Hammond Day Care			
Vaughn Tenant Association (CDBG)	\$20,000	\$20,000	
Expanded Recreation Program			
Department of Parks, Recreation and Forestry (CDBG)	\$400,000	\$400,000	
Family Strengths and Family Literacy Programs			
Redevelopment Opportunities for Women (CDBG)	\$12,500	\$12,500	
Housing Resource Center			
Catholic Charities (CDBG)	\$350,000	\$350,000	
LRA Property Maintenance/Board-Up			
St. Louis Development Corporation (CDBG)	\$700,000	\$700,000	
McElroy Day Care			
Carr Square Tenant Management Corporation (CDBG)	\$29,000	\$29,000	
Neighborhood Greening Program			
Gateway Greening, Inc. (CDBG)	\$13,750	\$13,750	
Nuisance Property Prevention Program			
Urban League of Metro St. Louis (CDBG)	\$0	\$0	
Operation Brightside Clean-Up			
Operation Brightside, Inc. (CDBG)	\$140,000	\$140,000	
Operation Brightside Graffiti Eradication			
Operation Brightside, Inc. (CDBG)	\$200,000	\$200,000	

COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME PROGRAMS--2004 BUDGET

	TOTAL AMOUNT	CDBG AMOUNT	HOME AMOUNT
Operation Safestreet			
Operation Safestreet, Inc. (CDBG)	\$0	\$0	
Problem Property Team Program			
City Counselor's Office (CDBG)	\$233,000	\$233,000	
Problem Property Team Program			
Municipal Courts (CDBG)	\$24,000	\$24,000	
Problem Property Team Program			
Public Safety (CDBG)	\$19,000	\$19,000	
Problem Property Team Program			
Circuit Attorney CDBG)	\$43,000	\$43,000	
Salvation Army Family Haven			
Salvation Army (CDBG)	\$0	\$0	
St. Louis Transitional Hope House			
St. Louis Transitional Hope House, Inc. (CDBG)	\$0	\$0	
Equal Housing Opportunity Council			
Equal Housing Opportunity Council	\$40,000	\$40,000	
Public Services (Citywide) Subtotal	\$3,595,250		
<i>Public Services (Specific Geographic Areas)</i>			
Adult Medicine			
Family Care Center of Carondelet (CDBG)	\$45,000	\$45,000	
Badenfest Senior Center			
Badenfest Community Corp. (CDBG)	\$30,000	\$30,000	
Better Family Life In-School Program			
Better Family Life, Inc. (CDBG)	\$75,000	\$75,000	
Bevo Senior Services			
Bevo Area Community Improvement Corp. (CDBG)	\$30,000	\$30,000	
Carondelet Family Literacy Program			
Carondelet Community Betterment Federation (CDBG)	\$12,500	\$12,500	
Clifton Heights Neighborhood Association			
Clifton Heights Senior Center Services (CDBG)	\$20,000	\$20,000	

COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME PROGRAMS--2004 BUDGET

	TOTAL AMOUNT	CDBG AMOUNT	HOME AMOUNT
Daily Care - P.A.C.E. Adult Day Care Program			
American Red Cross (CDBG)	\$0	\$0	
Friedens Haus Youth Services Program			
Friedens Haus (CDBG)	\$25,000	\$25,000	
Grand Oak Hill Community Corp.			
Grand Oak Hill Senior Center Services (CDBG)	\$0	\$0	
Harambee Program			
Human Development Corporation (CDBG)	\$60,000	\$60,000	
Hi-Pointe Center			
Hi-Pointe Center, Inc. (CDBG)	\$41,000	\$41,000	
Refugee Relocation Program			
St. Elizabeth Adult Day Care Center (CDBG)	\$11,250	\$11,250	
St. Elizabeth Adult Day Care Center			
St. Elizabeth Adult Day Care Center (CDBG)	\$18,000	\$18,000	
Union Sarah Senior Center Services			
Union Sarah Senior Center Services, Inc. (CDBG)	\$20,000	\$20,000	
West End Recreation Program			
West End Community Conference (CDBG)	\$20,000	\$20,000	
Youth and Family Center			
Youth and Family Center (CDBG)	\$25,000	\$25,000	
Youth Development/Mentoring Program			
Association of African-American Role Models (CDBG)	\$50,000	\$50,000	
Public Services (Specific Geographic Areas) Subtotal:	\$482,750		
TOTAL PUBLIC SERVICES	\$4,078,000		
<i>Public Facilities & Improvements:</i>			
Bevo Public Improvements			
Bevo Area Community Improvement Association (CDBG)	\$0	\$0	
Windsor Community Center Improvements			
Windsor Community Center (CDBG)	\$0	\$0	
TOTAL PUBLIC FACILITIES AND IMPROVEMENTS:	\$0		
<i>HOUSING--Specific Geographic Areas</i>			

COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME PROGRAMS--2004 BUDGET

	TOTAL AMOUNT	CDBG AMOUNT	HOME AMOUNT
<i>Special Activities by Community Based Development Organizations (Specific Geographic Areas)</i>			
Carondelet House Repair Program (CBDO)			
Carondelet Community Betterment Federation (CDBG)	\$165,000	\$165,000	
Central Corridor Community Based Development Organization			
Central West End-Midtown Community Development (CDBG)	\$100,000	\$100,000	
DeSales Community Based Development Organization			
DeSales Community Housing Corporation (CDBG)	\$52,500	\$52,500	
Dutchtown South Community Based Development Organization			
Dutchtown South Community Corporation (CDBG)	\$80,000	\$80,000	
Fairground West Community Based Development Organization			
Fairground West Association (CDBG)	\$0	\$0	
North Newstead Association Community Based Dev. Org.			
North Newstead Association (CDBG)	\$100,000	\$100,000	
Forest Park Southeast Stabilization Program			
Forest Park Southeast Housing Corporation (CDBG)	\$90,000	\$90,000	
Grand Oak Hill Home Improvement Services			
Grand Oak Hill Community Corporation (CDBG)	\$243,000	\$243,000	
Grand Rock Community Based Development Organization			
Grand Rock CEDC (CDBG)	\$0	\$0	
Hamilton Heights Community Based Development Organization			
Hamilton Heights Neighborhood Organization (CDBG)	\$90,000	\$90,000	
Vashon/JVL Renaissance Community Based Dev. Org.			
Vashon/JVL Neighborhood Association (CDBG)	\$50,000	\$50,000	
Management Assistance and Repair Program			
DeSales Community Housing Corporation (CDBG)	\$125,000	\$125,000	
Mark Twain Community Based Development Organization			
Mark Twain Community Alliance (CDBG)	\$28,000	\$28,000	
McRee Town Community Based Development Organization			
McRee Town Neighborhood Association (CDBG)	\$35,000	\$35,000	
North 7 Star Revitalization CBDO			
North 7 Star Revitalization Corporation (CDBG)	\$90,000	\$90,000	

COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME PROGRAMS--2004 BUDGET

	TOTAL AMOUNT	CDBG AMOUNT	HOME AMOUNT
Old North St. Louis Community Based Development Organization			
Old North St. Louis Restoration Group (CDBG)	\$60,000	\$60,000	
Riverview-West Florissant CBDO			
Riverview-West Florissant Housing Corporation (CDBG)	\$100,000	\$100,000	
Shaw Neighborhood Revitalization and Development Program			
St. Margaret of Scotland Housing Corporation (CDBG)	\$66,000	\$66,000	
Skinker DeBaliviere CBDO			
Skinker DeBaliviere Community Council (CDBG)	\$52,000	\$52,000	
Southwest Community Based Development Organization			
Southwest Neighborhood Improvement Assoc. (CDBG)	\$48,000	\$48,000	
Third Ward Community Based Development Organization			
Third Ward Neighborhood Council (CDBG)	\$155,000	\$155,000	
Union West Community Based Development Organization			
Union West Community Corporation (CDBG)	\$71,000	\$71,000	
Ville Neighborhood Community Based Development Organization			
Ville Neighborhood Housing Association (CDBG)	\$0	\$0	
Ville Neighborhood Community Based Development Organization TO BE DETERMINED (CDBG)	\$100,000	\$100,000	
West End Community Based Development Organization			
West End Community Conference (CDBG)	\$97,000	\$97,000	
Community Based Development Org. (Specific Geographic Areas) Subtotal:	\$1,997,500		
Home Repair & Rental Prop. Repair--Specific Geographic Areas:			
Management Assistance Program:			
TO BE DETERMINED (CDBG/HOME)	\$600,000	\$600,000	
New Home Repair Program:			
TO BE DETERMINED (CDBG/HOME)	\$2,025,000	\$1,215,000	\$810,000
New Home Repair Program Administration:			
TO BE DETERMINED (CDBG/HOME)	\$1,465,000	\$879,000	\$586,000
Carondelet House Repair Program			
Carondelet Community Betterment Federation (HOME)	\$0		

COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME PROGRAMS--2004 BUDGET

	TOTAL AMOUNT	CDBG AMOUNT	HOME AMOUNT
Chippewa Stabilization Program			
Community Development Administration (CDBG)	\$0		
Strategic Home Repair Program			
Neighborhood Housing Services, Inc. (CDBG/HOME)	\$0		
Targeted Assistance Program			
Community Development Administration (CDBG/HOME)	\$0		
Grand Oak Hill Home Repair			
Grand Oak Hill Community Corporation (CDBG/HOME)	\$0		
Grand Rock Home Repair			
Grand Rock CEDC (CDBG)	\$0		
Hamilton Heights Home Repair Program			
Hamilton Heights Neighborhood Organization (CDBG)	\$0		
Fairground West Home Repair			
Fairground West Association (CDBG)	\$0		
Vashon/Jeff/Vander-Lou Home Repair			
Vashon/Jeff/Vander-Lou Initiative (CDBG)	\$0		
West End Community Conference Home Repair Program			
West End Community Conference (CDBG)	\$0		
Home /Rental Prop. Repair (Spec. Geog. Areas) Subtotal:	\$4,090,000		
Housing Production/Acquisition--Ward Pool:			
Community Development Administration (CDBG/HOME)	\$4,127,250	\$2,701,900	\$1,425,350
City-Wide Housing Production:			
Community Development Administration (CDBG/HOME)	\$2,335,000	\$792,500	\$1,542,500
Housing Prod./Acquisition (Spec. Geographic Areas) Subtotal:	\$6,462,250		
TOTAL HOUSING (Specific Geographic Areas):	\$12,549,750		
<i>Economic Development</i>			
Commercial District Public Improvements & Façade (Specific Geographic Areas)			
Neighborhood Commercial District Program Managers:			
St. Louis Development Corporation (CDBG)	\$550,000	\$550,000	

COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME PROGRAMS--2004 BUDGET

	TOTAL AMOUNT	CDBG AMOUNT	HOME AMOUNT
Commercial District Incentives: St. Louis Development Corporation (CDBG)	\$1,200,000	\$1,200,000	
Commercial District Public Imp. & Façade (Specific Geographic Areas) Subtotal:	\$1,750,000		
Other Economic Development			
Business Development Support Programs St. Louis Local Development Company (CDBG)	\$1,500,000	\$1,500,000	
Office on the Disabled Accessible Businesses Lead Everywhere (CDBG)	\$50,000	\$50,000	
Other Economic Development Subtotal:	\$1,550,000		
TOTAL ECONOMIC DEVELOPMENT:	\$3,300,000		
Historic Preservation			
Planning for Preservation Landmarks Association (CDBG)	\$60,000	\$60,000	
TOTAL HISTORIC PRESERVATION:	\$60,000		
HOUSING--City-Wide			
Low/Mod Homeowner Assistance Programs (Citywide)			
Code Enforcement Affordable Rehab Loan Program Neighborhood Housing Services, Inc. (CDBG)	\$0	\$0	
Consolidated Homebuyer Assistance Program Community Development Administration (HOME)	\$189,365	\$189,365	
Fannie Mae Homebuyer Assistance Program Community Development Administration (HOME)	\$0	\$0	
Neighborhood Assistance Program Urban League of Metro St. Louis (CDBG)	\$0	\$0	
Predatory Lending Eradication Program Missouri ACORN (CDBG)	\$0	\$0	
Senior Home Security Home Services, Inc. (CDBG)	\$500,000	\$500,000	
Low/Mod Homeowner Assistance (Citywide) Subtotal:	\$689,365		

COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME PROGRAMS--2004 BUDGET

	TOTAL AMOUNT	CDBG AMOUNT	HOME AMOUNT
<i>Housing Development & Acquisition (Citywide)</i>			
Citywide Housing Development Acquisition Pool Land Reutilization Authority (CDBG)	\$0		
Citywide Housing Development/Acquisition Pool Community Development Administration (CDBG/HOME)	\$0		
Housing Development & Acquisition (Citywide) Subtotal	\$0		
TOTAL HOUSING (Citywide):	\$689,365		
<i>Economic Development (Citywide)</i>			
Neighborhood Commercial District Improvement Program St. Louis Development Corporation (CDBG)	\$0		
TOTAL ECONOMIC DEVELOPMENT (Citywide):	\$0		
<i>Section 108 Loan Repayment</i>			
Section 108 Loan Repayment Community Development Administration (CDBG)	\$5,161,003	\$5,161,003	
TOTAL SECTION 108 LOAN REPAYMENT:	\$5,161,003		
<i>Rehabilitation Administration</i>			
CDA Rehabilitation Administration Community Development Administration (CDBG/HOME)	\$700,000	\$469,000	\$231,000
TOTAL REHABILITATION ADMINISTRATION:	\$700,000		
<i>Planning and Administration</i>			
CDA Administration Community Development Administration (CDBG/HOME)	\$1,533,000	\$1,411,572	\$121,428
Federal Grants Administrative Support Office of the Comptroller - Federal Grants Section(CDBG)	\$338,000	\$338,000	
Internal Audit Fiscal Monitoring Administrative Support Office of the Comptroller - Internal Audit Section (CDBG)	\$124,160	\$124,160	
Construction Orientation Intake Center (CDBG)	\$0	\$0	
Contractors Assistance Program Contractors Assistance Program (CDBG)	\$68,000	\$68,000	

COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME PROGRAMS--2004 BUDGET

	TOTAL AMOUNT	CDBG AMOUNT	HOME AMOUNT
Legal Services Support Program City Counselor's Office (CDBG)	\$260,000	\$260,000	
MOKAN MOKAN, Inc. (CDBG)	\$135,000	\$135,000	
PDA Administration Planning and Urban Design Agency (CDBG)	\$1,570,000	\$1,570,000	
SLDC Administration St. Louis Development Corporation (CDBG)	\$1,150,000	\$1,150,000	
TOTAL PLANNING & ADMINISTRATION:	\$5,178,160		
TOTAL BUDGET:	\$31,716,278	\$27,000,000	\$4,716,278

ORDINANCE #66076
Board Bill No. 263
Committee Substitute

An ordinance pertaining to water rates; finding, determining and declaring that an increase in certain water rates is necessary for certain purposes; defining certain terms; repealing Section 553.015 of Section One of Ordinance 57089 which is presently codified as Section 23.16.020, Revised Code, City of St. Louis 1994, Anno. ("Revised Code"), repealing Section 548.120 Section One of Ordinance 57997 which is presently codified as Section 23.06.130, Revised Code, and repealing Ordinance 63136, parts of which are presently codified as Sections 23.16.025, 23.16.040, 23.16.050, 23.16.070, 23.16.080, 23.18.070, 23.20.020, 23.20.030, and 23.20.040, Revised Code, all having as their subject water rates and charges; enacting in lieu thereof eight new sections; with an emergency provision.

BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:**SECTION ONE.** Findings

It is hereby found, determined and declared by the Board of Aldermen of the City of St. Louis that increases in certain water rates as hereinafter provided, are necessary to provide revenues sufficient for the maintenance and operation of the City's waterworks and water facilities and at least to pay the running expenses of the Water Division, and for the payment of the outstanding St. Louis Water Revenue Bonds, Series 1994 and Series 1998 as required by Article XIII Section 11 of the St. Louis City Charter and for the payment of the principal of and interest on all additional outstanding Water Revenue Bonds when such bonds become due.

SECTION TWO. Repeals.

The following ordinance provisions are hereby repealed effective on the first day of the First Year, as hereinafter defined, or on the effective date of this ordinance, whichever is later: Section 553.015 of Section One of Ordinance 57089 which is presently codified as Section 23.16.020, Revised Code, City of St. Louis 1994 Anno. ("Revised Code"), Section 548.120 of Section One of Ordinance 57997 which is presently codified as Section 23.06.130, Revised Code, and Ordinance 63136, parts of which are presently codified as Sections 23.16.025, 23.16.040, 23.16.050, 23.16.070, 23.16.080, 23.18.070, 23.20.020, 23.20.030, and 23.20.040, Revised Code.

SECTION THREE. Definitions.

As used in this Ordinance, First Year means the time period beginning on December 1, 2003, or on the effective date of this ordinance, whichever is later, until the beginning of the Second Year, and Second Year means the time period beginning on July 1, 2004, respectively.

SECTION FOUR. Effective Date of Rates and Charges.

The rates and charges imposed by Sections Five to Eleven, inclusive, of this ordinance shall be effective on the first day

of the First Year.

SECTION FIVE. Flat Rates.

The following water rates are hereby imposed:

(a) Flat rate for domestic use.

For the use of water for domestic family residence, flat or apartment purposes, for periods of three months in advance:

FIRST YEAR

Room charge, each	\$2.44
Water closet, each	\$9.52
Baths, each	\$7.99
Shower, separate from bath, each	\$7.99

SECOND YEAR

Room charge, each	\$2.55
Water closet, each	\$9.95
Baths, each	\$8.35
Shower, separate from bath, each	\$8.35

Sprinkling charge of \$.164 per front foot shall be assessed each three month billing period for lawn sprinkling and other outside uses in the First Year. This charge shall be \$.171 per foot in the Second Year.

(b) Temporary use of flat rate.

In those cases where users are not eligible for flat rates as enumerated in Section 23.16.060, Revised Code, and where existing water service is unmetered as of the first day of the First Year, it shall be the duty of the Water Commissioner, as soon as possible, to cause the installation or setting of the required meter. In the interim, bills shall be rendered to these customers on the basis of the appropriate flat rates imposed by this ordinance.

(c) Swimming pool charge.

1. A flat water rate shall be applied where a swimming pool, pond or other pool is found on the premises having a capacity of more than one hundred (100) cubic feet and less than two thousand (2,000) cubic feet which are not metered under Section 23.16.060, Revised Code. Said flat rate shall be payable for periods of three (3) months in advance as follows:

FIRST YEAR

Swimming pool, pond or other pool having a capacity of more than 100 but less than 501 cubic feet	\$14.98.
Swimming pool, pond or other pool having a capacity of 501 but less than 1,001 cubic feet	\$20.96.
Swimming pool, pond or other pool having a capacity of 1,001 but less than 1,501 cubic feet	\$26.96.
Swimming pool, pond or other pool having a capacity of 1,501 but less than 2,000 cubic feet	\$32.94.

SECOND YEAR

Swimming pool, pond or other pool having a capacity of more than 100 but less than 501 cubic feet	\$15.65.
Swimming pool, pond or other pool having a capacity of 501 but less than 1,001 cubic feet	\$21.90.
Swimming pool, pond or other pool having a capacity of 1,001 but less than 1,501 cubic feet	\$28.17.
Swimming pool, pond or other pool having a capacity of 1,501 but less than 2,000 cubic feet	\$34.42.

2. After paying the flat rates imposed under the foregoing subsection (c).1 or subsection 4 (d) of Ordinance 63136, or both, for a minimum of one (1) year, the user making said payments shall have the option to pay at meter rates as provided by Chapter 23.18, Revised Code. Such options shall be exercised in writing on forms supplied by the Water Commissioner. The user shall provide for the meter by having a meter box and set up installed on the service in accordance with Section 23.04.210, Revised Code, at the user's own expense.

SECTION SIX. Metered Rates.

(a). Water furnished to all metered connections shall be assessed for use per three-month billing period, or less, at rates equal to the combined sum of a readiness-to-serve charge and a quantity charge.

(b). The readiness-to-serve charge shall be determined by the size of the meter and shall be as follows:

FIRST YEAR

Meter

5/8"	\$15.43
3/4"	17.96
1"	22.78
1½"	32.94
2"	47.88
3"	92.82
4"	164.66
6"	314.35
8"	479.00
10"	658.64

SECOND YEAR

Meter

5/8"	\$16.12
3/4"	18.77
1"	23.81
1½"	34.42
2"	50.03
3"	97.00
4"	172.07
6"	328.50
8"	500.56
10"	688.28

(c) Should water be furnished through two (2) or more separate meters, the readiness-to-serve charge shall be the combined total of the readiness-to-serve charge for each meter. Should water be furnished through a single meter containing two (2) or more metering elements, the readiness-to-serve charge shall be that for a single meter the size of the largest metering element.

(d). The quantity charge shall be at the following rates:

- For first 25,000 cubic feet per billing, per 100 cubic feet, \$1.14 the First Year and \$1.19 the Second Year.
- For next 1,975,000 cubic feet per billing, per 100 cubic feet, \$0.89 the First Year and \$0.93 the Second Year.
- Over 2,000,000 cubic feet per billing, per 100 cubic feet, \$0.68 the First Year and \$0.71 the Second Year.

(e). Should water be furnished through two (2) or more meters or through a single meter with two (2) or more metering elements, the quantity charge shall be based on the combined total of all water used as indicated by all registers.

SECTION SEVEN. Special rates in hospitals or charitable institutions.

(a). The quantity charge for the use of water by any hospital or charitable institution in the City which shall make written application to the Water Commissioner, signed by its president, secretary or managing officer, asking for a special charity rate, and stating that free service is furnished to not less than ten (10) percent of its patients, members or inmates, and giving special details of the management as are necessary to show the philanthropic nature of the institution shall, if approved by the Water Commissioner, be assessed for the water used in the institution at a special rate of \$0.60 per one hundred cubic feet the First Year and \$0.63 the Second Year.

(b) In addition to the quantity charge, there shall be assessed each billing period a readiness-to-serve charge for each meter in accordance with the schedule set forth in Section Six of this ordinance.

SECTION EIGHT. School Rates.

(a) The quantity charge for the use of water by any public, parochial, interparochial schools, public libraries, and art museum of the Art Museum subdistrict of the Metropolitan Zoological Park and Museum District of the City of St. Louis and the County of St. Louis, shall be assessed for the water used in the institution at a special rate of \$0.68 per one hundred cubic feet the First Year and \$0.71 the Second Year.

(b). In addition to the quantity charge, there shall be assessed each billing period a readiness-to-serve charge for each meter in accordance with the schedule set forth in Section Six of this ordinance.

SECTION NINE. Zoological parks.

(a). The quantity charge for the use of water by zoological parks of the Zoological subdistrict of the Metropolitan

Zoological Park and Museum District of the City of St. Louis and the County of St. Louis, shall be \$0.60 per one hundred cubic feet the First Year and \$0.63 the Second Year.

(b). In addition to the quantity charge, there shall be assessed each billing period a readiness-to-serve charge for each meter in accordance with the schedule set forth in Section Six of this ordinance.

SECTION TEN. Water turn-on service charge.

A service charge of \$15.00 in the First Year and \$20.00 in the Second Year shall be collected in advance for turning on water to new flat rate and meter accounts.

SECTION ELEVEN. Shutoff for delinquency.

The Collector of Revenue shall furnish the Water Commissioner a written list each day of all water bills paid the previous day. The Water Commissioner shall shut off the water from all premises for the nonpayment of delinquent bills. Water shall not again be furnished thereto until all outstanding obligations for water supplied to such premises shall have been paid in full, and a charge of \$15.00 in the First Year and \$20.00 in the Second Year has been paid in advance for turning on such water.

SECTION TWELVE. Emergency.

This being an ordinance necessary for the preservation of the public peace, health and safety, it is hereby declared to be an emergency ordinance under Article IV, Sections 19 and 20 of the Charter of the City of St. Louis, and it shall take effect and be in full force on December 1, 2003 immediately upon its passage and approval by the Mayor.

Approved: November 17, 2003

**ORDINANCE #66077
Board Bill No. 184**

An Ordinance recommended by the Planning Commission on June 5, 2003, to change the zoning of seven parcels of property as indicated on the District Map, to the "B" Two-Family Dwelling District, so as to include the described parcels of land in City Blocks 4185, 4186, 2095 and 2096; and containing an emergency clause.

BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:

SECTION ONE. The zoning designation of certain real property located in City Blocks 4185, 4186, 2095 and 2096 is hereby changed to the "B" Two-Family Dwelling District, real property being particularly described as follows:

Parcel I

Beginning at a point in City Block 4185 at the intersection of the east line of S. Spring Avenue and the south line of McDonald Avenue; thence eastward approximately 147 feet along the south line of McDonald Avenue to the west line of a north-south alley; thence southward approximately 75 feet along said alley line to the south property line of the real property known and numbered as 3718 McDonald Avenue; thence westward approximately 147 feet along said property line to the east line of S. Spring Avenue; thence northward approximately 75 feet along the east line of S. Spring Avenue to the beginning point.

Parcel II

Beginning at a point in City Block 4186 at the intersection of the west line of S. Spring Avenue and the south line of McDonald Avenue; thence westward approximately 120 feet along the south line of McDonald Avenue to the west property line of the real property known and numbered as 3401 S. Spring Avenue; thence southward approximately 83 feet along said property line to the south property line of the real property known and numbered as 3405 South Spring Avenue; thence eastward approximately 120 feet along said property line to the west line of S. Spring Avenue; thence northward approximately 83 feet along the west line of S. Spring Avenue to the beginning point.

Parcel III

Beginning at a point in City Block 2095 at the intersection of the east line of S. Spring Avenue and the north line of McDonald Avenue; thence eastward approximately 65 feet along the north line of McDonald Avenue to the east property line of the real property known and numbered as 3727 McDonald Avenue; thence northward approximately 137 feet along said property line to the south line of an east-west public alley; thence westward approximately 65 feet along said alley line to the east line of S. Spring Avenue; thence southward approximately 137 feet along the east line of S. Spring Avenue to the beginning point.

Parcel IV

Beginning at a point in City Block 2096 at the intersection of the west line of S. Spring Avenue and the north line of McDonald Avenue; thence westward approximately 67 feet along the north line of McDonald Avenue to the west property line of the real property known and numbered as 3805 McDonald Avenue; thence northward approximately 137 feet along said property line to the

south line of an east-west alley; thence eastward approximately 67 feet along said alley line to the west line of S. Spring Avenue; thence southward approximately 137 feet along the west line of S. Spring Avenue to the beginning point.

SECTION TWO. This ordinance being necessary for the preservation of the health , safety and welfare, shall take effect and be in full force immediately upon approval by the Mayor of the City of St. Louis.

Approved: November 17, 2003

**ORDINANCE #66078
Board Bill No. 185**

An Ordinance recommended by the Planning Commission on July 3, 2003, to change the zoning of three parcels of property as indicated on the District Map, to the "G" Local Commercial and Office District, so as to include the described parcels of land in City Block 4189; and containing an emergency clause.

BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:

SECTION ONE. The zoning designation of certain real property located in City Block 4189 is hereby changed to the "G" Local Commercial and Office District, real property being particularly described as follows:

Beginning at a point in City Block 4189 at the intersection of the east line of Gustine Avenue and the north line of Gravois Avenue; thence eastward along the north line of Gravois Avenue to the west line of Bamberger Avenue; thence northward along the west line of Bamberger Avenue to the south line of Potomac Street; thence westward along the south line of Potomac Street to the east line of Gustine Avenue; thence southward along the east line of Gustine Avenue to the beginning point.

SECTION TWO. This ordinance being necessary for the preservation of the health , safety and welfare, shall take effect and be in full force immediately upon approval by the Mayor of the City of St. Louis.

Approved: November 17, 2003

**ORDINANCE #66079
Board Bill No. 188**

An Ordinance recommended by the Planning Commission on June 5, 2003, to change the zoning of one parcel of property as indicated on the District Map, to the "F" Neighborhood Commercial District, so as to include the described parcel of land in City Block 1333; and containing an emergency clause.

BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:

SECTION ONE. The zoning designation of certain real property located in City Block 1333 is hereby changed to the "F" Neighborhood Commercial District, real property being particularly described as follows:

Beginning at a point in City Block 1333 at the intersection of the west line of S. 18th Street and the north line of Russell Avenue; thence westward approximately 164 feet along the north line of Russell Avenue to the west property line of the real property known and numbered as 1801 Russell Avenue; thence northward approximately 142 feet along said property line to the south line of an east-west public alley; thence eastward approximately 139 feet along said alley line to the west line of S. 18th Street; and thence southward approximately 144 feet along the west line of S. 18th Street to the beginning point.

SECTION TWO. This ordinance being necessary for the preservation of the health, safety and welfare, shall take effect and be in full force immediately upon approval by the Mayor of the City of St. Louis.

Approved: November 17, 2003

**ORDINANCE #66080
Board Bill No. 238**

An Ordinance recommended by the Planning Commission on August 6, 2003, to change the zoning of one parcel of property as indicated on the District Map, to the "G" Local Commercial and Office District, so as to include the described parcel of land in City Block 380; and containing an emergency clause.

BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:

SECTION ONE. The zoning designation of certain real property located in City Block 380 is hereby changed to the "G" Local Commercial and Office District, real property being particularly described as follows:

All of Block 75 and 80 of Julia C. Soulard's Second Addition and the vacated alley lying between said Block and being all of Block 380 of the City of St. Louis; bounded North by Marion Street, East by Eighth street, South by Carroll Street and West by Ninth street, including that portion of vacated Marion Street, vacated by Ordinance No. 63645, adjoining to the East.

SECTION TWO. This ordinance being necessary for the preservation of the health, safety and welfare shall take effect and be in full force immediately upon approval by the Mayor of the City of St. Louis.

Approved: November 17, 2003

**ORDINANCE #66081
Board Bill No. 191**

An Ordinance recommended by the Planning Commission on July 3, 2003, to change the zoning of property as indicated on the District Map, to the "A" Single-Family Dwelling District, so as to include the described parcels of land in City Blocks 3643 and 3644.02; and containing an emergency clause.

BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:

SECTION ONE. The zoning designation of certain real property located in City Blocks 3643 and 3644.02 is hereby changed to the "A" Single-Family Dwelling District, real property being particularly described as follows:

Parcel I

Beginning at a point in City Block 3643 at the intersection of the east line of N. Vandeventer Avenue and the south line of Lincoln Avenue; thence westward along the south line of Lincoln Avenue to the east line of Bishop P. L. Scott Avenue; thence southward along the east line of Bishop P. L. Scott Avenue to the north line of Cottage Avenue; thence eastward along the north line of Cottage Avenue to the east line of S. Vandeventer Avenue; thence northward along the west line of N. Vandeventer Avenue to the beginning point.

Parcel II

Beginning at a point in City Block 3644.02 at the intersection of the east line of N. Vandeventer Avenue and the south line of Kennerly Avenue; thence westward along the south line of Kennerly Avenue to the east line of Bishop P. L. Scott Avenue; thence southward along the east line of Bishop P. L. Scott Avenue to the north line of Lincoln Avenue; thence eastward approximately 600 feet along the north line of Lincoln Avenue to the west property line of the real property known and numbered as 3901 Lincoln Avenue; thence northward approximately 110 feet along said property line to the south line of an east-west public alley; thence eastward approximately 100 feet along said alley line to the west line of N. Vandeventer Avenue; thence northward along the west line of N. Vandeventer Avenue to the beginning point.

SECTION TWO. This ordinance being necessary for the preservation of the health, safety and welfare, shall take effect and be in full force immediately upon approval by the Mayor of the City of St. Louis.

Approved: November 17, 2003

**ORDINANCE #66082
Board Bill No. 239**

An Ordinance recommended by the Planning Commission on July 3, 2003, to change the zoning of property as indicated on the District Map, to the "C" Multiple-Family Dwelling District, so as to include the described parcels of land in City Blocks 4583 and 3910.05; and containing an emergency clause.

BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:

SECTION ONE. The zoning designation of certain real property located in City Blocks 4583 and 3910.05 are hereby changed to the "C" Multiple-Family Dwelling District, real property being particularly described as follows:-

Tract 1

COMMENCING at the intersection of the Southerly right-of-way line of Olive Street, 60 feet wide and the Westerly right-of-way line of Whittier Street, 60 feet wide, being the Northeasterly corner of said City Block 3910-N and the TRUE POINT OF BEGINNING for the tract herein described; thence along said Westerly right-of-way line, South 29 degrees 38 minutes 23 seconds West, a distance of 152.65 feet to its intersection with the Northerly right-of-way line of a 20 foot alley; thence along said Northerly right-of-way line, North 60 degrees 52 minutes 04 seconds West, a distance of 641.42 feet to a cut "+" in concrete marking its intersection with the Easterly right-of-way line of Boyle Avenue, as widened by Deed M301, Page 160 of the Land Records of said City of St. Louis; thence along said Easterly right-of-way line, North 30 degrees 20 minutes 28 seconds East, a distance of 115.26 feet to a set 1/2 inch iron rod marking an angle point; thence continuing along said Easterly right-of-way line, North 74 degrees 44 minutes 12 seconds East, a distance of 53.48 feet to a set 1/2 inch iron rod marking its intersection with said Southerly right-of-way line of Olive Street; thence along said Southerly right-of-way line, South 60 degrees 52 minutes 04 seconds East, a distance of 602.13

feet to the POINT OF BEGINNING. Containing 2.23 acres (97,070 square feet) according to a survey by J. R. Grimes Consulting Engineers, Inc.

Tract 2

COMMENCING at the intersection of the Southerly right-of-way line of Olive Street, 60 feet wide and the Westerly right-of-way line of Whittier Street, 60 feet wide, being the Northeasterly corner of said City Block 3910-N; thence along the Northerly extension of said Westerly right-of-way line, North 29 degrees 38 minutes 23 seconds East, a distance of 60.00 feet to a cut "+" in concrete marking its intersection with the Northerly right-of-way line of said Olive Street, also being the Southeasterly corner of said City Block 4583 and the TRUE POINT OF BEGINNING for the tract herein described; thence along said Northerly right-of-way line, North 60 degrees 52 minutes 04 seconds West, a distance of 731.92 feet to a set 1/2 inch iron rod marking its intersection with the Easterly right-of-way line of Boyle Avenue; thence along said Easterly right-of-way line, North 08 degrees 15 minutes 04 seconds West, a distance of 191.28 feet to a set 1/2 inch iron rod marking its intersection with the Southerly right-of-way line of a 20 foot alley; thence along said Southerly right-of-way line, South 60 degrees 55 minutes 00 seconds East, a distance of 849.40 feet to a set 1/2 inch iron rod marking its intersection with the Westerly right-of-way line of Whittier Street, 60 feet wide; thence along said Westerly right-of-way line, South 29 degrees 38 minutes 23 seconds West, a distance of 152.72 feet to the POINT OF BEGINNING. Containing 2.77 acres (120,480 square feet) according to a survey by J. R. Grimes Consulting Engineers, Inc.

Tract 3

COMMENCING at the intersection of the Southerly right-of-way line of Olive Street, 60 feet wide and the Westerly right-of-way line of Whittier Street, 60 feet wide, being the Northeasterly corner of said City Block 3910-N; thence along the Northerly extension of said Westerly right-of-way line, North 29 degrees 38 minutes 23 seconds East, a distance of 60.00 feet to a cut "+" in concrete marking its intersection with the Northerly right-of-way line of said Olive Street, also being the Southeasterly corner of said City Block 4583; thence along said Northerly right-of-way line and its Westerly extension, North 60 degrees 52 minutes 04 seconds West, a distance of 834.86 feet to a cut "+" in concrete marking its intersection with the Westerly right-of-way line of Boyle Avenue; thence continuing along said Northerly right-of-way line, North 60 degrees 52 minutes 04 seconds West, a distance of 134.21 feet to a cut "+" in concrete marking its intersection with the Easterly right-of-way line of Pendleton Avenue, 60 feet wide; thence along said Easterly right-of-way line, North 29 degrees 10 minutes 58 seconds West, a distance of 151.89 feet to a set 1/2 inch iron rod marking its intersection with the Southerly right-of-way line of a 20 foot alley; thence along said Southerly right-of-way line, South 60 degrees 55 minutes 00 seconds East, a distance of 38.72 feet to a set 1/2 inch iron rod marking its intersection with said Westerly right-of-way line of Boyle Avenue; thence along said Westerly right-of-way line, North 08 degrees 15 minutes 04 seconds West, a distance of 157.45 feet to a set 1/2 inch iron rod marking an angle point in said Westerly right-of-way line; thence continuing along said Westerly right-of-way line, South 29 degrees 38 minutes 23 seconds West, a distance of 26.82 feet to the POINT OF BEGINNING. Containing 2.77 acres (120,480 square feet) according to a survey by J. R. Grimes Consulting Engineers, Inc.

SECTION TWO. This ordinance being necessary for the preservation of the health, safety and welfare shall take effect and be in full force immediately upon approval by the Mayor of the City of St. Louis.

Approved: November 17, 2003

ORDINANCE #66083 Board Bill No. 144

An ordinance pertaining to taxicabs and service cars; suspending the application, administration and enforcement of Ordinance 46399 and Ordinance 58795 and enacting a new ordinance adopting the code of rules and regulations for taxicabs adopted by the Metropolitan Taxicab Commission, under the authority of Section 67.1804 RSMo.; containing definitions, a penalty clause and an effective date.

BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:

SECTION ONE. The application, administration and enforcement of Ordinance 46399 and Ordinance 58795 codified in Chapter 8.98 are suspended during the period the Metropolitan Taxicab Commission's Vehicle for Hire Code, as authorized by Section 67.1804 RSMo. is in full force and effect.

SECTION TWO. For purposes of this ordinance the following words shall have the meaning given them by this section:

"Commission" shall mean the Regional Taxicab Commission created in Section 67.1804 RSMo., also known as the Metropolitan Taxicab Commission.

"Commission's Code" shall mean the district-wide code adopted by the Commission, including any amendments.

"Person" shall mean any individual, partnership, company, corporation, association, joint venturer, club and any trustee or receiver appointed by a court of competent jurisdiction.

"Taxicab" shall mean airport taxicabs, on-call/reserve taxicabs and premium sedans referred to collectively as taxicabs;

"Taxicab company" shall mean the use of one or more taxicabs operated as a business carrying persons for hire;

SECTION THREE. The Commission's Code, adopted by the Regional Taxicab Commission under the authority of Section 67.1808 RSMo., a copy of which is attached hereto and marked as Exhibit A and filed on record in the Office of the Register of the City of Saint Louis, is hereby adopted as "The Taxicab Code of the City of Saint Louis"; for the control and regulation of taxicabs; and that each and all of the regulations and prohibition of said Commission's Code are hereby referred to, adopted and made a part hereto, as if set out in this ordinance along with any additions, insertions, deletions and changes which may be adopted by the Regional Taxicab Commission subsequent to the effective date of this ordinance.

SECTION FOUR. Any person who violates or fails to comply with or who permits or causes any person in his/her/its employ to violate or fail to comply with any of the provisions of the Taxicab Code of the City of St. Louis shall be subject to a fine of not more than Five Hundred Dollars (\$500.00) or a term of imprisonment of not more than Ninety (90) days or both such fine and imprisonment. Each day that such violation continues shall constitute a separate violation of the provisions of this ordinance.

SECTION FIVE. Emergency clause.

This being an ordinance for the preservation of public peace, health, and safety, it is hereby declared to be an emergency measure within the meaning of Sections 19 and 20 of Article IV of the Charter of the City of St. Louis and therefore shall become effective immediately upon its passage and approval by the mayor.

Approved: November 17, 2003

ORDINANCE #66084
Board Bill No. 9
Committee Substitute

An ordinance amending Sections Four (B)(D), Seven (1) (2) and Twenty(D) of Ordinance 65431 relating to certain television systems by adding certain requirements regarding timely notification by the Franchise Agency and the Franchise Authority to the Public Utilities Committee of the Board of Aldermen.

BE IT ORDAINED BY THE CITY OF ST. LOUIS, AS FOLLOWS:

SECTION ONE. Section Four of Ordinance 65431 is hereby amended to read as follows:

SECTION FOUR. Application procedures.

- A. Any Person interested in obtaining an initial franchise to operate a Cable System in the City of St. Louis shall submit an original and nine copies of a written Application to the Franchise Agency together with a nonrefundable application fee of twenty-five thousand dollars. The Application shall contain the following information:
1. The name, address and business structure of the applicant. If the applicant is a corporation, it shall also state the names, addresses and occupations of its officers, directors and major stockholders, and the names and addresses of any parent or subsidiary companies. If the applicant is a corporation controlled by another corporation, the names, addresses and occupations of the officers, directors and major stockholders of the controlling corporation shall also be stated. If the applicant is a partnership or other incorporated association, the name and address of each member, whether active or inactive shall be set forth, and if one or more partners are corporations, the names, addresses and occupations of such corporation's officers, directors and major stockholders shall also be stated;
 2. A list of all other Cable Systems, if any, in which the applicant (or any partner or major stockholder of applicant) has a direct or indirect interest, stating the location, approximate number of homes served, and the name and address of the local franchising body;
 3. A list of all other Cable Systems, if any, for which the applicant or its corporate parents have obtained franchises but have not yet completed construction. If such other systems exist, the applicant should explain any implications of its financial commitments elsewhere for the financing of its prospective Franchise in the City.
 4. A thorough description of the proposed Cable System to be installed and operated; a construction time-table covering start through completion of all Facilities of the system; a time-table for capability to deliver Subscriber service to each portion of the Franchise Area and for the entire City; and a description of the extent and manner in which existing or future poles or other facilities of public utility companies will be used in the proposed system.
 5. A copy of any contract which may exist between the applicant and any public utility providing for the use of such utility's property, such as poles, lines or conduits, in the City;
 6. A statement setting forth all agreements and understandings whether written, oral, or implied, between the applicant and any other Person with respect to the proposed Franchise or proposed Cable System operation. If a Franchise should be granted to a Person posing as a straw party for or representative of another undisclosed Person, such Franchise shall be deemed void *ab initio* and of no force and effect whatsoever;

7. An estimate of the cost of constructing the applicant's proposed system and a financial statement prepared in form satisfactory to the City showing applicant's financial status and its financial ability to meet these proposed costs. If construction will take more than one year the estimate shall be broken down to costs for each year;
 8. A schedule of proposed rates and charges to all classes of Subscribers for both installation and monthly Cable Service, consistent with the financial statement required in Section Four.A.7;
 9. A sworn statement acknowledging the applicant's familiarity with and eligibility under the provisions of this Ordinance, the City's customer service ordinance and the rules of the FCC, and its intention to abide by the same;
 10. An applicant shall provide any such supplementary information as the City shall at any time demand in order to reasonably determine whether the requested Franchise should be granted. The acceptance or use by the City of any of the written information submitted by the applicant pursuant to this Ordinance shall not constitute any waiver or abrogation of the standards or requirements of this Ordinance with regard to any breach of or non-compliance with this Ordinance which may be reflected in the applicant's written submissions.
- B. The Franchise Agency may, at its discretion and upon request of an applicant, waive in writing the provision of any of the information required by this Section Four. A. A copy of such waiver must be sent to members of the Public Utilities Committee of the Board of Aldermen, or to such committee, as determined by the Rules of the Board of Aldermen, having jurisdiction over cable television franchises, along with an explanation of such waiver immediately upon its issuance. Issuance of a waiver does not waive the rights of the Franchise Agency to request such waived information after the initial application is filed.
- C. For the purposes of determining whether it shall grant an initial Franchise, the City or its agents may inquire into all qualifications of the prospective Grantee and such other matters as the City may deem necessary to determine whether and under what conditions an initial Franchise should be granted. An applicant shall assist the City in any such inquiry, and if it fails to do so, the application may be denied.
- D. After receiving an initial Franchise application, the Franchise Agency shall specify a public place where interested parties may inspect all such bona fide applications and schedule a public hearing before the Franchise Agency. After the public hearing the Franchise Agency shall send its findings and recommendations to the members of the Public Utilities Committee of the Board of Aldermen, or to such committee, as determined by the Rules of the Board of Aldermen, having jurisdiction over cable television franchises, within 30 days.

SECTION TWO. Section Seven of Ordinance 65431 is hereby amended to read as follows:

SECTION SEVEN. Transfer

- A. A Franchise shall be a privilege which is personal to the original Grantee. It shall not be sold, Transferred, leased, assigned, or disposed of, directly or indirectly, in whole or in part, either by forced or voluntary sale, merger, consolidation, receivership, appointment of a trustee or foreclosure, or otherwise, without prior consent of the City expressed by ordinance, and then only under such lawful terms and conditions as may therein be prescribed by the City. Upon such approval a Grantee may proceed to make the Transfer under such terms and conditions. Any such Transfer or assignment shall be made only by an instrument in writing, which shall include an acceptance of all terms and conditions of the Franchise by transferee, a duly executed copy of which shall be filed with the Agency within thirty days after any such Transfer or assignment is complete.
- B. Application.
1. A Grantee shall promptly notify the Franchise Agency of any proposed Transfer. If any Transfer should take place without prior notice to the Franchise Agency (contrary to the requirements of this Section), the Grantee will promptly notify the Franchise Agency that such a Transfer has occurred. The Franchise Authority shall immediately notify the members of the Public Utilities Committee of the Board of Aldermen, or to such committee, as determined by the Rules of the Board of Aldermen, having jurisdiction over cable television franchises, of its notification or knowledge of Grantee's transfer or proposed transfer which took place or is proposed to take place without prior notice to the Franchise Authority.
 2. At least one hundred twenty (120) calendar days prior to the contemplated effective date of a Transfer, a Grantee shall submit to the Franchise Agency an original and nine copies of a written Application for approval of the Transfer. Such an application shall provide complete information as described in this Section Seven.B on the proposed transaction. The Franchise Authority shall notify the Public Utilities Committee of the Board of Aldermen, or such committee, as determined by the Rules of the Board of Aldermen, having jurisdiction over cable television franchises, immediately upon receiving notice of the proposed transfer of the Grantee. At a minimum, the Application must include (subject to the provisions of Section Seven.B.3 regarding confidential, trade secret, or proprietary information):
 - a. all information and forms required under federal law;

- b. a complete and unredacted copy of the agreement(s) to carry out the proposed transaction(s) and of all schedules, exhibits, and other documents attached thereto, together with any documents referred to therein that were prepared for purposes of the proposed transaction, and any other documents necessary to understand the proposed transaction or its effect on the City; provided, however, that the Grantee may, subject to the provisions of Section Seven.B.3, redact (i) confidential, trade secret, or proprietary information, and (ii) documents relating only to other communities and having no material effect on the proposed transaction as applied to the City;
 - c. a diagram or description of the ownership and control of the proposed transferee, showing the relationship of the proposed transferee to its immediate, intermediate, and ultimate owners;
 - d. to the extent already prepared, audited or, if audited statements are not available, otherwise publicly available financial statements for the transferee or, if such statements for the transferee are not available, such statements for the closest corporate parent in the line of control of the transferee, for the last three years, including balance sheets, income statements, profit and loss statements, and documents detailing capital investments and operating costs;
 - e. a description of the sources and amounts of the funds or other consideration to be used in the proposed transaction, and, if the proposed transaction requires that the System be used as collateral for debt, the anticipated debt/equity ratio applicable to the System;
 - f. other information necessary to provide a complete and accurate understanding of the financial qualifications of the proposed transferee to meet the Grantee's obligations under the Franchise;
 - g. a statement certifying that the Transfer will not adversely affect Subscriber rates (which may reserve the proposed transferee's right generally to make any lawful changes in rates after the Transfer), or, in the alternative, explaining any such adverse impact that the proposed transferee reasonably foresees; a statement certifying that the Transfer will not adversely affect the quality of service, or, in the alternative, explaining any such adverse impact that the proposed transferee reasonably foresees;
 - h. a description of the transferee's prior experience in cable system ownership, construction, and operation;
 - i. a brief summary of any plans the proposed transferee may have at the time of the Application regarding line extension, plant and equipment upgrades, channel capacity, expansion or elimination of services, and any other changes affecting or enhancing the performance of the system;
 - j. a complete list of any final actions taken in the past five years by a franchising authority with respect to the proposed transferee (or any corporate parent) denying transfer or renewal;
 - k. a complete list of any legal actions known to the transferee (or any corporate parent) relating to cable franchises (other than tax and condemnation actions) filed in any federal or state court or at the Federal Communications Commission in the past three years by a franchising authority against the transferee (or any corporate parent), or by the transferee (or any corporate parent) against a franchising authority, listing for each such action the information normally shown in the case caption and the current status of the case (for example, "settled" or "pending");
3. Confidential, Trade Secret, or Proprietary Information
- a. If a Grantee claims that any specific documents or portions thereof required by Section Seven.B.2 of this Ordinance are confidential, trade secret, or proprietary, then rather than submitting such documents or portions thereof with the Application, the Grantee may redact such specific documents or portions thereof and include with the Application a schedule of all such documents or portions thereof identifying any redacted materials and the basis on which the Grantee believes them to be confidential, trade secret, or proprietary.
 - b. If the City wishes to inspect the confidential, trade secret, or proprietary materials referred to in Section Seven.B.3.a in unredacted form, then, pursuant to a lawful and reasonable confidentiality agreement as appropriate, the Grantee shall make such materials available for inspection within ten days after the City's written request at a location within the City or as otherwise agreed to by the City and the Grantee, using its best efforts to accommodate the City's reasonable preferences as to the time and place of inspection.
 - c. If the City considers the Application incomplete without the redacted information, it shall so notify the Grantee within the first thirty days after submission of the Application. If the City does not so notify the Grantee, the City shall be deemed to have accepted the redactions as not rendering the Application incomplete for purposes of any applicable federal time period for review; provided, however, that this provision shall not be construed to limit any right of the City to request or require

such information after the initial thirty-day period (without affecting any review period specified by federal law). If Grantee makes such information available for inspection as provided in Section Seven.B.3.b within ten days after written request by the City, such redactions shall not be a basis for a determination that the Application is not complete.

4. Documents Relating to Other Communities

If a Grantee redacts documents relating only to other communities and having no material effect on the proposed transaction as applied to the City pursuant to Section Seven.B.2.b, the Grantee may redact such documents, and the City may inspect such documents to determine whether they have been properly redacted pursuant to Section Seven.B.2.b, in the same way as for confidential, trade secret, or proprietary information pursuant to Section Seven.B.3.
 5. To the extent consistent with applicable law, the Franchise Agency may waive in writing any requirement that information specified in Section Seven.B.2 be submitted as part of the initial application, without thereby waiving any rights the Franchise Agency may have to request such information after the initial application is filed.
- C. A Grantee shall have a continuing obligation to update the information specified in Section Seven.B.2 to reflect any material changes after the submission of such information. Such updates shall not alter any deadlines specified by federal law for the City's review of the Transfer.
- D. Consent of the City shall not be granted until it has complied with all City Charter requirements applicable to a Transfer.
- E. Determination by City.
1. In making a determination as to whether to grant, deny, or grant subject to conditions an application for a Transfer, the City may consider, without limitation and including any matter not prohibited by applicable law, the legal, financial, and technical qualifications of the transferee to operate the system; any potential impact of the Transfer on subscriber rates or services; whether the proposed transferee will meet all franchise obligations (including without limitation any outstanding obligation to remedy any past noncompliance); and whether the transferee owns or controls any other Cable System in the City.
 2. Any Transfer without the City's prior written approval shall be ineffective, and shall make the Franchise voidable by ordinance, and subject to any other remedies available under this Agreement or other applicable law.
 3. A Grantee shall be fully liable under its Franchise for any Transfer that is in violation of the terms of that Franchise and caused in whole or in part by any other Person or Persons, including but not limited to any Affiliates, as if such Transfer had been caused by the Grantee itself.
 4. Transferee's Agreement. No application for a Transfer in which a different entity holds the Franchise after the Transfer than beforehand shall be granted unless the transferee agrees in writing that it will abide by and accept all terms of the previous Grantee's Franchise Agreement, this Ordinance, other applicable law, and any other agreements between the City and the previous Grantee, and provides all additional items required thereby (for example, insurance certificates and bonds).

SECTION THREE. Section Nineteen of Ordinance 65431 is hereby amended to read as follows:

SECTION NINETEEN. Construction.

- A. Each Franchise Agreement shall specify the time by which initial or required upgrade construction thereunder, if any, must begin, and shall specify that construction will be completed with reasonable speed, pursuant to Article XIX of the Charter.
- B. A Grantee shall file a map and progress report with the Franchise Agency at the close of each calendar year, showing the exact areas of the City being served by the Cable System and the location and identification of major component parts of the system.
- C. A Grantee that is constructing its cable system for the first time shall submit monthly construction reports to the Franchise Agency, beginning the month after the Franchise is awarded and continuing until the initial construction required in its franchise agreement is complete. Such a Grantee must submit updated as-built system design maps to the Franchise Agency, or make them available for inspection with notice of their availability, within 30 days of the completion of system construction in any geographic area. These maps shall be developed on the basis of post-construction inspection by the Grantee and construction personnel to assess compliance with system design. Any departures from design must be indicated on the as-built maps, to assist the Franchise Agency in assessing operator compliance with its obligations.
- D. A Grantee shall promptly notify the Franchise Agency of any delays known or anticipated in the construction of its system or in providing access to said system. Notices of construction delays shall be promptly made to the Public Utilities Committee of the Board of Aldermen, or to such committee, as determined by the Rules of the Board of Aldermen, **having**

jurisdiction over cable television franchises, by the Franchise Agency.

- E. Failure on the part of a Grantee to commence and diligently pursue each of the material requirements in its Franchise Agreement to complete construction pursuant to this Section Nineteen shall be grounds for termination of its Franchise pursuant to Section Ten; provided, however, that the City may in its discretion extend the time for the commencement and completion of construction and installation and service to Subscribers for additional periods in the event a Grantee, acting in good faith, experiences delays by reasons of circumstances beyond its control.
- F. At such time as a Grantee shall become aware that circumstances beyond its control may prevent its compliance with the provisions of this Section Nineteen, said Grantee shall immediately notify the Franchise Agency, in writing, as to the exact conditions responsible for such delay, and shall show the specific remedy and methods it has undertaken to correct said condition causing the unanticipated delay. Failure to file said written notification by the grantee shall constitute an act of bad faith.
- G. In the event the operation of any part of a franchised Cable System is discontinued for a continuous period of four months, or in the event such system has been installed in any Public Rights-of-Way without complying with the requirements of the Grantee's Franchise, or in the event of expiration, termination or revocation of the franchise and, where applicable, an affirmative determination by the City not to renew such franchise, the City may direct a Grantee promptly to remove at Grantee's cost from the Public Rights-of-Way all such property and poles of such system or part of a system. Any property which the Grantee allows to remain in place twelve months after having been notified by the City that it must be removed (or, if specific right-of-way space occupied by Grantee's plant is immediately needed for purposes of providing cable service, sixty days after such notice) shall be considered permanently abandoned and shall become the property of the City subject to the provisions of any utility joint use attachment agreement.

Approved: November 21, 2003

**ORDINANCE #66085
Board Bill No. 186**

An Ordinance authorizing and directing the Mayor and the Board of Election Commissioners on behalf of the City of St. Louis, to enter into and execute a Grant Agreement with the Office of the Secretary of State for a grant to fund a Records Management and Preservation Project for the Board of Election Commissioners, appropriating said funds in the amount of \$5,250.00 and authorizing the Board of Election Commissioners on behalf of the City, upon approval of the Board of Estimate and Apportionment, to expend the funds by entering into contracts or otherwise for grant purpose and containing an emergency clause.

BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:

SECTION ONE. The Mayor and the Board of Election Commissioners are hereby authorized and directed, on behalf of the City of St. Louis, to enter into and execute a Grant Agreement with the Office of The Secretary of State for a grant to fund a Records Management and Preservation Project. Said Grant Agreement shall substantially in words and figures as the attached Agreement, which is made part of this Ordinance and is on file in the Register's Office.

SECTION TWO. The Board of Election Commissioners is hereby authorized and directed, upon approval of the Board of Estimate and Apportionment, to expend the funds in the amount of \$5,250.00 which are hereby appropriated for said purpose, by entering into contracts or otherwise received pursuant to the Grant Agreement in a manner that is consistent with provisions of said Agreement.

SECTION THREE. Emergency Clause. This being an Ordinance for the immediate preservation of public peace, health and safety, it is hereby declared to be an immediate measure within the meaning of Sections 19 and 20 of Article IV of the Charter of St. Louis and therefore this Ordinance shall become effective immediately upon its passage and Approval by the Mayor.

Letter from the Secretary of State, Letter from the Board of Election, Budget Summary, Project Summary, Detailed Timeline and Work Plan, Project Objective, and Evaluation of Project Results are on file in the Register's Office.

Approved: November 21, 2003

ORDINANCE #66086
Board Bill No. 187

An Ordinance authorizing and directing the Mayor and the Register on behalf of the City of St. Louis, to enter into and execute a Grant Agreement with the Office of the Secretary of State for a grant to fund a Records Management and Preservation Project for the Register's Office, appropriating said funds in the amount of \$15,330.00 and authorizing the Register on behalf of the City, upon approval of the Board of Estimate and Apportionment, to expend the funds by entering into contracts or otherwise for grant purpose and containing an emergency clause.

BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:

SECTION ONE. The Mayor and the Register are hereby authorized and directed, on behalf of the City of St. Louis, to enter into and execute a Grant Agreement with the Office of The Secretary of State for a grant to fund a Records Management and Preservation Project. Said Grant Agreement shall substantially in words and figures as the attached Agreement, which is made part of this Ordinance and is on file in the Register's Office.

SECTION TWO. The Register is hereby authorized and directed, upon approval of the Board of Estimate and Apportionment, to expend the funds in the amount of \$15,330.00, which are hereby appropriated for said purpose, by entering into contracts or otherwise received pursuant to the Grant Agreement in a manner that is consistent with the provisions of said Agreement.

SECTION THREE. Emergency Clause. This being an Ordinance for the immediate preservation of public peace, health and safety, it is hereby declared to be an immediate measure within the meaning of Sections 19 and 20 of Article IV of the Charter of St. Louis and therefore this Ordinance shall become effective immediately upon its passage and Approval by the Mayor.

Budget Summary, Project Proposal Narrative and Letter from Secretary of State are on file in the Register's Office.

Approved: November 21, 2003

ORDINANCE #66087
Board Bill No. 193

An Ordinance authorizing and directing the Mayor and President's Office of the Board of Public Service on behalf of the City of St. Louis, to enter into and execute a Grant Agreement with the Office of the Secretary of State for a grant to fund a Records Management and Preservation Project for the President's Office of the Board of Public Service, appropriating said funds in the amount of \$5,000.00 and authorizing the President's Office of the Board of Public Service on behalf of the City, upon approval of the Board of Estimate and Apportionment, to expend the funds by entering into contracts or otherwise for grant purpose and containing an emergency clause.

BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:

SECTION ONE. The Mayor and the President's Office of the Board of Public Service are hereby authorized and directed, on behalf of the City of St. Louis, to enter into and execute a Grant Agreement with the Office of The Secretary of State for a grant to fund a Records Management and Preservation Project. Said Grant Agreement shall substantially in words and figures as the attached Agreement, which is made part of this Ordinance and is on file in the Register's Office.

SECTION TWO. The President's Office of the Board of Public Service is hereby authorized and directed, upon approval of the Board of Estimate and Apportionment, to expend the funds in the amount of \$5,000.00 which are hereby appropriated for said purpose, by entering into contracts or otherwise received pursuant to the Grant Agreement in a manner that is consistent with provisions of said Agreement.

SECTION THREE. Emergency Clause. This being an Ordinance for the immediate preservation of public peace, health and safety, it is hereby declared to be an immediate measure within the meaning of Sections 19 and 20 of Article IV of the Charter of St. Louis and therefore this Ordinance shall become effective immediately upon its passage and Approval by the Mayor.

Budget Summary and Project Proposal Narrative are on file in the Register's Office.

Approved: November 21, 2003

ORDINANCE #66088
Board Bill No. 194
Committee Substitute

An ordinance intended to eliminate, reduce and remedy discrimination in housing, employment, education, services, public accommodations, and real property transactions and uses, to provide equal opportunity enforcement, and to bring the laws of the City of St. Louis into substantial compliance with the Federal Fair Housing Act by repealing ordinance 62710 and enacting in lieu thereof an ordinance an ordinance amending and restating the previous ordinance, and containing a penalty clause, a savings clause, a severability clause, a clause providing for judicial review, a clause providing for liberal interpretation of this ordinance, and an

emergency clause.

BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:

Section One. Repeal of Previous Ordinance Concerning Same Subject Matter.

Ordinance No. 62710 relating to the St. Louis Civil Rights Enforcement Agency, its jurisdiction, powers and staff is hereby repealed.

Section Two. Definition of Terms.

As used in this ordinance, unless a different meaning clearly appears from the context in which used, the following terms and phrases shall be taken to have the meaning ascribed to them in this section, to wit:

- (1) "Academic, professional or vocational school" includes any person who trains and teaches individuals to engage in any trade, business, profession, calling or vocational pursuit.
- (30) "Act" means the federal Fair Housing Act, 42 U.S. C. 3601, *et seq.*
- (3) "Age" means an age of forty or more years but less than seventy years, except that it shall not be an unlawful employment practice for an employer to require the compulsory retirement of any person who has attained the age of sixty-five and who, for the two-year period immediately before retirement, is employed in a bona fide executive or high policy-making position, if such person is entitled to an immediate nonforfeitable annual retirement benefit from a pension, profit sharing, savings or deferred compensation plan, or any combination of such plans, of the employer, which equals, in the aggregate, at least forty-four thousand dollars.
- (4) "Agency" means the St. Louis Civil Rights Enforcement Agency.
- (5) "Aggrieved person" includes any person who:
 - (a) claims to have been injured by a discriminatory housing practice; or
 - (b) believes that such person will be injured by a discriminatory housing practice that is about to occur.
- (6) "Commission" means the St. Louis Civil Rights Enforcement Commission;
- (7) "Commissioner" means a member of the St. Louis Civil Rights Enforcement Commission.
- (8) "Complainant" shall mean a person who has filed a complaint with the Agency alleging that another person has engaged in a prohibited discriminatory practice, or a person who has joined in such a complaint after its initial filing.
- (9) "Conciliation" means the attempted resolution of issues raised by a complaint, or by the investigation of such complaint, through informal negotiations involving the aggrieved person, the respondent and the Secretary.
- (10) "Conciliation agreement" means a written agreement setting forth the resolution of the issues in conciliation.
- (11) As used in 9(C)(2)(c) of this ordinance, the term "Covered Multifamily Dwelling" means:
 - (a) buildings consisting of 4 or more units if such buildings have one or more elevators; and
 - (b) ground floor units in other buildings consisting of 4 or more units.
- (12) "Director" means the Executive Director of the St. Louis Civil Rights Enforcement Agency.
- (13) "Disability" or "Handicap" means, with respect to a person:
 - (a) a physical or mental impairment which substantially limits one or more of such person's major life activities;
 - (b) a record of having such impairment; or
 - (c) being regarded as having such an impairment, but such term does not include current, illegal use of or addiction to a controlled substance (as defined by Section 195.010 R.S.Mo.), however, a person may be considered to be disabled if that person:
 - (i) Has successfully completed a supervised drug rehabilitation program and is no longer engaging in the illegal use of, and is not currently addicted to, a controlled substance or has otherwise been rehabilitated successfully and is no longer engaging in such use and is not

currently addicted;

- (ii) Is participating in a supervised rehabilitation program and is no longer engaging in illegal use of controlled substances; or
 - (iii) Is erroneously regarded as currently illegally using, or being addicted to, a controlled substance.
- (14) "Discriminatory housing practice" means an act that is unlawful under section 3604, 3605, 3606, or 3617 of the Fair Housing Act, or of the provisions of this ordinance.
- (15) "Dwelling" means any building, structure, or portion thereof which is occupied as, or designed or intended for occupancy as, a residence by one or more families, and any vacant land which is offered for sale or lease for the construction or location thereon of any such building, structure, or portion thereof.
- (16) "Employer" included any person who employs six or more persons exclusive of that person's parents, spouse or children.
- (17) "Employment agency" includes any person undertaking for compensation to procure opportunities to work or to procure, recruit, refer or place employees.
- (18) "Familial status" means one or more individuals (who have not attained the age of 18 years) being domiciled with--
 - (a) a parent or another person having legal custody of such individual or individuals; or
 - (b) the designee of such parent or other person having such custody, with the written permission of such parent or other person;

The protection afforded by this ordinance against discrimination on the basis of familial status shall apply to any person who is pregnant or is in the process of securing legal custody of any individual who has not attained the age of 18 years.
- (19) "Family" includes a single individual.
- (20) "Financial Institution" means bank, banking organization, mortgage company, insurance company, investment company or other lender to whom application is made for financial assistance for the purchase, lease, acquisition, construction, rehabilitation, repair, maintenance, or improvement of real property, or an individual employed by or acting on behalf of or as agent of any of these.
- (21) As used in '9(C)(3)(c) of this ordinance, the term "Housing for Older Persons" means housing:
 - (a) provided under any state or federal program that the Secretary of the United States Department of Housing and Urban Development has determined is specifically designed and operated to assist elderly persons;
 - (b) intended for, and solely occupied by, persons 62 years of age or older; or
 - (c) intended and operated for occupancy by at least one person 55 years of age or older per unit:
 - (i) in which at least eighty percent of the units are occupied by at least one person 55 years of age or older; and
 - (ii) for which management has published and adheres to policies and procedures which demonstrate an intent by the owner or manager to provide housing for persons 55 years of age or older.
 - (d) that complies with rules issued by the Secretary for verification of occupancy, which shall:
 - (i) provide for verification by reliable surveys and affidavits; and
 - (ii) include examples of the types of policies and procedures relevant to a determination of compliance with the requirement of clause (ii) above. Such surveys and affidavits shall be admissible in administrative and judicial proceedings for the purposes of such verification.
 - (e) housing shall not fail to meet the requirements for housing for older persons by reason of:
 - (i) persons residing therein as of September 13, 1988 who do not meet the age requirements set

out in subparagraphs (b) or (c) of this definition, provided that new occupants of such housing do meet said age requirements; or

- (ii) unoccupied units, provided that such units are reserved for persons who meet the relevant age requirement of subparagraphs (b) or (c) of this definition.
- (22) "Individual" means one or more individuals.
- (23) "Labor organization" includes any organization which exists for the purpose, in whole or in part, of collective bargaining or of dealing with employers concerning grievances, terms or conditions of employment, or for other mutual aid or protection in relation to employment.
- (24) "Person" includes one or more individuals, partnerships, associations, unincorporated organizations, corporations, mutual companies, joint stock companies, legal representatives, trusts, trustees, labor organizations, fiduciaries, trustees in bankruptcy, and/or receivers.
- (25) "Places of Public Accommodation" means all places or businesses offering or holding out to the general public services or facilities for the comfort, health and safety of such general public, including, but not limited to, public places providing food, shelter, recreation and amusement.
- (26) "Prevailing party" has the same meaning as such term has in section 1988 of the Fair Housing Act.
- (27) "Real Estate Broker" or "Real Estate Salesman" means any person, whether licensed or not, who, on behalf of others, for a fee, commission, salary or other valuable consideration, or who with the intention or the expectation of receiving or collecting the same, lists, sells, purchases, exchanges, rents or leases real estate, or the improvement thereon, including options, or who negotiates or attempts to negotiate on behalf of others such an activity; or who advertises or holds himself out as engaged in such activities; or who negotiates or attempts to negotiate on behalf of others, a loan secured by mortgage or other encumbrance upon a transfer of real estate, or who is engaged in the business of charging an advance fee or contracting for collection of a fee in connection with a contract whereby he undertakes to promote the sale, purchase, exchange, rental or lease of real estate through its listing in a publication issued primarily for such purpose; or an individual employed by or acting on behalf of any of these.

For the purpose of this Section, a person shall be deemed to have engaged in the activities set out above if:

- (i) the person has, within the preceding twelve (12) months, participated as a principal in three (3) or more transactions involving such activities; or
- (ii) the person has, within the preceding twelve (12) months, participated as agent, other than in connection with the person's own personal residence, in two (2) or more transactions involving such activities; or
- (iii) the person is the owner of any Dwelling designed or intended for occupancy by, or occupied by, five (5) or more families.
- (28) "Realty" includes real estate, lands, buildings, structures, housing accommodations, dwellings, tenements, leaseholds, cooperatives, condominiums, and hereditaments, corporeal or incorporeal, or any interest in the above.
- (29) "Respondent" shall mean a person or other entity who is alleged to have engaged in a prohibited discriminatory practice in a complaint filed with the Agency, or a person or other entity who has been substituted for the originally named respondent, or a person or other entity who has been added as a party respondent, subsequent to the initial filing of the complaint, pursuant to investigation conducted by the Agency; provided, however, that substituted or added persons or entities shall be notified as required in Section 810(a) of the Fair Housing Act.
- (30) "Secretary" means the Secretary of Housing and Urban Development.
- (31) "State" means any of the several States, the District of Columbia, the Commonwealth of Puerto Rico, or any of the territories and possessions of the United States.
- (32) "To rent" includes to lease, to sublease, to let and otherwise to grant for a consideration the right to occupy premises not owned by the occupant.

Section Three. Creation and Establishment of the Civil Rights Enforcement Commission and Civil Rights Enforcement Agency.

- (1) There is hereby established a St. Louis Civil Rights Enforcement Agency to be composed of a staff headed by an Executive Director and an advisory and quasi-judicial body known as the St. Louis Civil Rights Enforcement

Commission.

- (2) The Executive Director shall be the chief executive officer of the Agency and shall be an ex-officio member of the Commission. The Executive Director shall be appointed by the Mayor and shall serve at his pleasure.
- (3) It is the intent of this ordinance to grant to the St. Louis Civil Rights Enforcement Commission and St. Louis Civil Rights Enforcement Agency all of the authority to enforce the provisions of Chapter 213, R.S.Mo., which may be exercised by the Commission and Agency pursuant to "213.020.3 and 213.135, R.S.Mo.

Section Four. Composition of the Commission.

The Commission shall consist of seven (7) members, one of whom shall be the Chairman of the Legislation Committee of the Board of Aldermen. The other six (6) members shall be appointed by the Mayor, with the advice and consent of the Board of Aldermen. The term of office of each member shall be for three (3) years, except that two (2) of the members first appointed shall serve for a term of one (1) year and two (2) of the members initially appointed shall serve for terms of two (2) years; thereafter, all members shall be appointed for terms of three (3) years. All members shall serve without compensation.

Section Five. Function and Duties of the Commission.

- (1) The Commission shall act in an advisory capacity to the Mayor, the Board of Aldermen and the Director for the purposes of furthering amicable relations among the various segments of the population, which together comprise the citizenry of the City of St. Louis; to help preserve and further the good name of St. Louis for tolerance and fair play and promote better relations among its people; to help make it possible for each citizen, regardless of race, color, religion, sex, age, disability, marital status, familial status, sexual orientation, national origin or ancestry, or legal source of income to develop talents and abilities without limitation; and to aid in permitting the community to benefit from the fullest realization of its human resources. In order to accomplish the objectives herein set out, the Commission shall advise and confer with the Mayor and other officers of the City on problems affecting human and inter-group relations; make studies, surveys and investigations to provide accurate data for orderly and constructive community development, and to recommend such measures as are deemed necessary to carry out the objectives for which the commission has been created; consult with and obtain cooperation and coordinated effort on the part of all agencies, both private and public, which function in the field of human relations, schools, law enforcement agencies, welfare organizations, youth and similar groups; utilize the resources of individuals and groups toward the improvement of inter-group relations; enlist all potential community forces in an effort to make more secure and to extend democratic rights, opportunities and practices; influence and encourage community support for educational programs; and where appropriate, draft, propose or support legislation designed to: (a) combat those misconceptions, prejudices and untruths which tend to set group against group; (b) reduce tensions created by ignorance and bigotry; and (c) eliminate discriminatory practices arising from prejudice.
- (2) The Commission shall review the record made in a contested case before a hearing officer, consider the recommended findings of fact, conclusions of law and order of said hearing officer and shall thereafter accept or amend the recommended findings of fact, conclusions of law and order. Such action may be taken by a panel of not less than three members of the Commission, and any order made by such panel shall become the final order of the Commission. Neither the retention of hearing officers pursuant to Section Eight hereof nor the appointment of such panel shall be construed as a delegation or contracting out of the Commission's decision-making authority to a non-governmental authority in violation of 24 C.F.R. 115.202(f). In any contested case, the final determination shall be made solely by the Commission.

Section Six. Organization.

The Commission shall elect its chairman from among its members and create and fill such other offices as it may determine. The term of the chairman shall be for two years. The chairman may be re-elected to a second two-year term. No chairman shall serve more than two consecutive two-year terms. The commission shall hold at least one regular meeting every 3 months. It shall adopt rules for the transaction of business and shall keep a record of its resolutions, transactions and findings.

Section Seven. Powers and Duties of the Commission.

The commission is hereby empowered:

- (1) to recommend action to safeguard all individuals within the jurisdiction from discrimination because of race, marital status, familial status, sexual orientation, sex, color, age, religion, disability, national origin or ancestry, or legal source of income;
- (2) upon recommendation of the Director, to accept grants, gifts, or bequests, public or private, to help finance the activities of the Commission or Civil Rights Enforcement Agency and to enter into cooperative arrangements with other jurisdictions or agencies for the production and dissemination of educational materials and/or programs;

- (3) to enact by a majority vote of its members such rules and regulations as it may deem necessary for governance of the Commission and to carry out the functions assigned to it hereunder. Such rules and regulations shall be signed by the Chairman and attested to by the Director. Once so signed and attested, rules and regulations promulgated by the Commission shall be transmitted to the Missouri Commission on Human Rights for review. Upon approval by the Missouri Commission, a copy of said rules and regulations shall be filed with the Register of the City of St. Louis;
- (4) to render to the Mayor and the Board of Aldermen a full written report of all of its activities and of its recommendations on an annual basis;
- (5) to advise and consult with the Civil Service Commission and local offices controlled by state statute to effectuate the policies of this ordinance and applicable federal laws;
- (6) to appoint a panel composed of not less than three members of the Commission, or to act as the Commission as a whole, to review the record made before a hearing officer in a contested hearing, to review that hearing officer's proposed findings of fact, conclusions of law and order, and to accept or amend such proposed findings of fact, conclusions of law and order, which shall become a final order of the Commission; and
- (7) to issue such affirmative orders in contested cases as authorized by state statute.

Section Eight. Powers and Duties of the Executive Director.

The Executive Director is hereby empowered:

- (1) to provide for execution within the City of St. Louis of the policies embodied in this ordinance, the Federal Civil Rights Act of 1964, as amended, the Federal Fair Housing Act of 1968, as amended and Chapter 213 of the Revised Statutes of the State of Missouri;
- (2) to receive, initiate, investigate, make probable cause findings with regard to, and make recommendations concerning, violations of equal employment, fair housing and/or public accommodation provisions of Chapter 213 of the Revised Statutes of the State of Missouri, as authorized therein, and/or of ordinances, orders, or resolutions forbidding discrimination which have been adopted or enacted by the City;
- (3) issue subpoenas to compel the attendance of witnesses and the production of evidence relevant to the matter in question for investigatory and determinative purposes and to enforce such subpoena in Circuit Court;
- (4) to write, edit and produce educational materials and to arrange, sponsor, promote and/or participate in educational programs intended to reduce or eliminate bias or discrimination against persons or groups based upon the race, color, sex, disability, national origin, ancestry, familial status or size, religion or sexual orientation, or legal source of income of such person or group;
- (5) to enter into deferral or other cooperative working agreements with the United States Equal Employment Opportunity Commission, United States Department of Housing and Urban Development, Missouri Commission on Human Rights, and/or any other federal, state or local agency which is empowered to take action, enter into agreements, or make grants for the purpose of reducing or eliminating discrimination.
- (6) to refer a matter under its jurisdiction to the Missouri Commission on Human Rights for initial action or review;
- (7) should a finding of probable cause be made and the Director be unable to successfully conciliate the complaint, to issue administrative charges of violation of this ordinance;
- (8) to recommend to the Commission acceptance of grant agreements, gifts and bequests;
- (9) to hire attorneys to act as hearing officers to hold hearings on charges issued by the Director;
- (10) where a hearing is held before the Commission on a charge issued by the Director, to present evidence and testimony before the Commission relative to such charge;
- (11) to refer potential ordinance violations to the City Counselor for prosecution in municipal court;
- (12) if the Director determines at any time subsequent to filing of a complaint that prompt judicial action is necessary to effectuate the purposes of the equal employment, fair housing or public accommodation provisions of Chapter 213 of the Revised Statutes of the State of Missouri and/or of ordinances, orders or resolutions forbidding discrimination which have been adopted or enacted by the City, the Director may authorize the City Counselor to file a civil action seeking issuance of an appropriate temporary restraining order or other injunctive relief. Upon receiving notice of such authorization, the City Counselor shall promptly file and maintain such action in the Missouri Circuit Court. The filing of such an action shall in no way affect or interfere with the initiation of a complaint or continuation of administrative proceedings thereon, pursuant to the provisions of this ordinance;

- (13) to delegate any of his powers or duties provided for by this or any other ordinance to one or more staff employees of the Agency, except that (a) all charges referred to the Commission for hearing must be signed by the Director and (b) all subpoenas issued pursuant hereto must also be signed by the Director.

Section Nine. Prohibited Discriminatory Practices.

- (A) Discriminatory practices, as defined and established by this section, are prohibited. Any person engaging in a prohibited discriminatory practice shall be guilty of an ordinance violation, which shall be punishable in the manner set out in Section 17 of this ordinance.

- (B) **DISCRIMINATION IN EMPLOYMENT.** It shall be a prohibited discriminatory employment practice:

- (1) For an employer to fail or refuse to hire, to discharge or otherwise to discriminate against any individual with respect to compensation or the terms, conditions or privileges of employment, because of race, color, age, religion, sex, familial status, disability, sexual orientation, national origin or ancestry.
- (2) For a labor organization to exclude or expel from membership, or otherwise to discriminate against any applicant or member, because of race, color, age, religion, sex, familial status, disability, sexual orientation, national origin or ancestry of any applicant or member;
- (3) For an employment agency to fail or refuse to refer for employment, or otherwise to discriminate against any individual because of race, color, age, religion, sex, familial status, disability, sexual orientation, national origin or ancestry of said individual;
- (4) For an employer, labor organization or employment agency to print or circulate or cause to be printed or circulated, any statement, advertisement or publication, or to make any inquiry in connection with prospective employment, which expresses directly or indirectly any preference, limitation, specification or discrimination because of race, color, age, religion, sex, familial status, sexual orientation, disability, national origin or ancestry, unless based upon a bona fide occupational qualification.
- (5) Notwithstanding paragraphs 1, 2, 3 and 4 of subsection B of this section, the age prohibition shall be limited to individuals who are at least forty (40) years of age, but less than seventy years of age.
- (6) For an academic, professional or vocational school to exclude or expel from enrollment, or otherwise to discriminate against any applicant or student, because of the race, color, religion, familial status, disability, sexual orientation, national origin or ancestry of said applicant or student.
- (7) For an academic, professional or vocational school to or circulate or cause to be printed or circulated, a statement, advertisement or publication, or to use any form of application for admission to said school, or to make any inquiry in connection with prospective enrollment in said school, which expresses directly or indirectly any preference, limitation, specification, or discrimination because of race, color, religion, sexual orientation, familial status, disability, national origin or ancestry.
- (8) It shall not be an unlawful employment practice for a school, college, university or other educational institution which is, in whole or in substantial part, owned, supported, controlled or managed by a particular religion, or by a particular religious corporation, association, or society, if the curriculum of such school, college, university or other educational institution is substantially directed toward the propagation or teaching of a particular religion, for such school, college, university or educational institution to consider the religion of an applicant in making a hiring decision for a teaching or counseling position, a professorship, or a position involving supervision of teachers, counselors or professors.
- (9) Nothing contained in this ordinance shall be interpreted to require any employer, employment agency, labor organization, or joint labor management committee subject to this ordinance to grant or accord preferential treatment to any individual or group because of the race, color, national origin or ancestry of such individual or group because or on account of an imbalance which may exist with respect to the total number or percentage of persons of any race, color, religion, sex, sexual orientation, familial status, disability, national origin or ancestry employed by any employer, referred or classified for employment by any employment agency or labor organization, admitted to membership or classified by any labor organization, or admitted to, or employed in, any apprenticeship or other training program, in comparison with the total number or percentage of persons of such race, color, religion, sexual orientation, familial status, disability, national origin or ancestry in this community, or in the available work force in this community.

- (C) **DISCRIMINATION IN PROVISION OF HOUSING OR REALTY.**

- (1) **Prohibited Discriminatory Housing or Realty Practices.** It shall be a prohibited housing or realty practice:
- (a) For any person, including, without limitation any real estate broker, salesman or agent, or any employee thereof, to discriminate against any individual because of race, color, religion, sex, sexual

orientation, familial status, legal source of income, disability, national origin or ancestry, with respect to the use, enjoyment or transfer, or prospective use, enjoyment or transfer, of any interest whatsoever in realty, or with respect to the terms, conditions, privileges or services granted or rendered in connection therewith, or with respect to the making or purchasing of loans for the purchase or maintenance of residential real estate or loans in the secondary market, or the provision of other financial assistance, or with respect to the terms, conditions, privileges or services granted or rendered in connection therewith;

- (b) For any person, including, without limitation, any banking, money lending, credit securing or other financial institution, or any officer, agent or employee thereof, to discriminate against any individual because of race, marital status, familial status, color, religion, sex, sexual orientation, disability, national origin or ancestry, with respect to the granting or withholding of credit or financial assistance, or the extending or renewing of credit or financial assistance, or modifying of rates, terms, conditions, privileges or other provisions of credit or financial assistance, in connection with the transfer or prospective transfer of any interest whatsoever in realty, or in connection with the construction, repair, improvement or rehabilitation of realty;
 - (c) For any real estate broker, salesman or agent, or any employee thereof, or any other person seeking financial gain thereby, directly or indirectly to induce or solicit, or attempt to induce or solicit, the transfer of any interest whatsoever in realty, by making or distributing, or causing to be made or distributed, any statement or representation concerning the entry or prospective entry into the neighborhood of a person or persons of a particular race, color, religion, sex, sexual orientation, disability, familial status, national origin or ancestry or with a particular source of lawful income;
 - (d) For any person to refuse to sell or rent after the making of a bona fide offer, or to refuse to negotiate the sale or rental of, or otherwise make unavailable or deny a dwelling to any person because of race, color, religion, sex, familial status, legal source of income, disability, sexual orientation, national origin or ancestry;
 - (e) For any person to discriminate against any other person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of race, color, religion, sex, familial status, legal source of income sexual orientation, disability, national origin, or ancestry;
 - (f) For any person to make, print, or publish, or cause to be made, printed, or published any notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on race, color, religion sex, familial status, lawful source of income, sexual orientation, disability, national origin, or ancestry, or an intention to make any such preference, limitation, or discrimination;
 - (g) For any person to represent to another person because of race, color, religion sex, familial status, lawful source of income, sexual orientation, disability, national origin, or ancestry that any dwelling is not available for inspection, sale, or rental when such dwelling is, in fact, so available;
 - (h) For any person to deny any other person access to or membership or participation in any multiple-listing service, real estate brokers' organization or other service, organization or facility relating to the business of selling or renting dwellings, or to discriminate against him in the terms or conditions of such access, membership, or participation on account of race, color, religion sex, familial status, sexual orientation, disability, national origin, or ancestry.
 - (i) Notwithstanding the foregoing, a person engaged in the business of furnishing appraisals of real property may take into consideration factors other than race, color, religion, national origin, sex, sexual orientation, handicap or familial status.
- (2) **Discrimination Against Persons With Disabilities.** For purposes of this subsection, the term prohibited discriminatory practices includes:
- (a) a refusal to permit, at the expense of a person with disabilities, or another person on behalf of a person with disabilities, reasonable modifications of existing premises occupied or to be occupied by such person with disabilities, if such modifications may be necessary or desirable to afford the person with disabilities full enjoyment of the premises, except that, in the case of a rental unit, the landlord may, where it is reasonable to do so, condition permission for a modification on the renter agreeing to restore the interior of the premises to the condition that existed before the modification, reasonable wear and tear excepted;
 - (b) a refusal to make reasonable accommodations in rules, policies, practices, or services, when such accommodation may be necessary to afford such person an equal opportunity to use and enjoy a dwelling; and

- (c) in connection with the design and construction of a covered multifamily dwelling for first occupancy after March 13, 1991, a failure to design and construct such dwelling, in a manner that complies with the Fair Housing Act and its implementing regulations.

Notwithstanding the above, compliance with the appropriate requirements of the American National Standard for buildings and facilities providing accessibility for persons with physical disabilities (commonly cited as "ANSI A117.1") suffices to satisfy certain requirements of the Fair Housing Act and its implementing regulations, and nothing in this section shall require a dwelling to be made available to a person whose occupancy would cause a direct threat to the health or safety of other individuals or would result in substantial physical damage to the property of others.

(3) Exemptions.

- (a) None of the provisions of subsection (C) of section 9, except subparagraph (C)(1)(f) thereof, shall apply to:
 - (i) any single-family house sold or rented by an owner, provided that: such private individual owner does not own more than three single-family dwellings at any one time; that in the case of the sale of any single-family dwelling by a private owner who was not the most recent resident of such house prior to such sale, the exemption granted herein shall apply only with respect to one such sale within any twenty-four month period, if such bona fide private individual owner does not own any interest in, nor is there owned or reserved any interest on his behalf, under any express or voluntary agreement, title to or rental of, or any right to all or a portion of the proceeds from the sale or rental of, more than three single-family dwellings at one time; the sale or rental of any single family dwelling shall be excepted from the application of this subsection only if such house is sold or rented (A) without the use in any manner of the sales or rental facilities or the sales or rental services of any real estate broker, agent, or salesman, or of such facilities or services of any person in the business of selling or renting dwellings, or of any employee or agent of any such broker, agent, salesman, or of such facilities or services of any person in the business of selling or renting dwellings, or of any employee or agent of any such broker, and (B) without the publication, posting or mailing, after notice, of any advertisement or written notice in violation of paragraph (1)(f) of this subsection; except that nothing herein shall prohibit the use of attorneys, escrow agents, abstractors, title companies, and other such professional assistance as necessary to perfect or transfer title; or
 - (ii) rooms or units in dwellings containing living quarters occupied or intended to be occupied by no more than four families living independently of each other, if the owner actually maintains and occupies one of such living quarters as his residence.
- (b) Nothing in subsection (C) of section 9 shall prohibit a religious organization, association, or society, or any nonprofit institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association, or society, from limiting the sale, rental or occupancy of dwellings which it owns or operates for other than a commercial purpose to persons of the same religion, or from giving preference to such person, unless membership in such religion is restricted on account of race, color, national origin or disability. Nor shall anything in this subchapter prohibit a private club not in fact open to the public, which as an incident to its primary purpose or purposes provides lodgings which it owns or operates for other than a commercial purpose, from limiting the rental or occupancy of such lodgings to its members or from giving preference to its members.
- (c) The provisions of subsection (C) of section 9 regarding familial status shall not apply with respect to housing for older persons.

(D) DISCRIMINATION IN PUBLIC ACCOMMODATIONS.

It shall be a prohibited discriminatory public accommodation practice for any person, including without limitation, any owner, lessee, manager, proprietor, custodian, agent or employee of a place of public accommodation, to discriminate against any individual because of race, color, religion, sexual orientation, familial status, legal source of income, disability, national origin or ancestry, with respect to the terms, conditions and privileges of access to or with respect to the uses, services and enjoyment of a place of public accommodation.

(E) DISCRIMINATION IN CITY ACTIVITIES OR PROGRAMS.

No person shall, on the ground of race, marital status, color, age, religion, sexual orientation, familial status, disability, national origin or ancestry, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving funding or other financial assistance or relief directly or indirectly from the City of St. Louis.

(F) UNLAWFUL INTIMIDATION OR RETALIATION.

It shall be a prohibited discriminatory practice for any person, directly or indirectly, to discriminate, coerce, intimidate, threaten, interfere with, or retaliate against any person because he has: opposed any practice made unlawful by this Ordinance; has exercised his rights, or encouraged another to exercise his rights under this Ordinance; or because he has filed a complaint, cooperated with an investigation of an alleged prohibited discriminatory practice, testified at a hearing held by the Commission, or otherwise assisted in any proceeding under this Ordinance.

(G) UNLAWFUL INTERFERENCE.

It shall be unlawful to interfere with any person in the exercise or enjoyment of, or on account of his having exercised or enjoyed, rights granted and protected by this ordinance.

(H) EXEMPTIONS.

- (1) Nothing in this Ordinance shall limit the applicability of any reasonable local, State or Federal restrictions regarding the maximum number of occupants permitted to occupy a dwelling, nor shall any provision of this Ordinance regarding familial status apply with respect to Housing for Older Persons.
- (2) Nothing in this Ordinance shall prohibit conduct against a Person because such Person has been convicted by any court of competent jurisdiction of the illegal manufacture or distribution of a controlled substance as defined by State and Federal law.
- (3) A Person shall not be held personally liable for monetary damages for a violation of this Ordinance if such Person reasonably relied, in good faith, on the application of the exemption under this section relating to Housing for Older Persons. For the purpose of this subparagraph 3, a Person may only show good faith reliance on the application of this exemption by showing that:
 - (a) such Person has no actual knowledge that the facility or community is not or will not be eligible for such exemption; and
 - (b) the facility or community has stated formally, in writing, that the facility or community complies with the requirements for such exemption.

Section Ten. Agency Action; Preliminary Matters.**(A) Complaints and Answers.**

- (1) An aggrieved person may, not later than one hundred eighty (180) days after an alleged prohibited discriminatory practice has occurred or terminated, file a complaint with the Director. Such complaint may be signed by an agent or attorney of complainant. The Director, on his own initiative, may also file a complaint. Complaints shall be in writing and shall contain such information and be in such form as the Director requires. The Director shall have authority to conduct an investigation to determine whether a complaint should be filed. Where a complaint alleges that a respondent has engaged in a prohibited discriminatory practice which would also be a violation of the provisions of Chapter 213 R.S.Mo., the complaint shall be handled and investigated as a complaint alleging violation of state law. If a complaint alleges a prohibited discriminatory practice which would not be a violation of any of the provisions of Chapter 213 R.S.Mo., the Director shall have such complaint investigated and if he determines that there is probable cause to believe a prohibited discriminatory practice has occurred, he shall refer the matter to the City Counselor for prosecution.
- (2) Any complaint which is filed with the federal Equal Employment Opportunity Commission, the Missouri Commission on Human Rights, or other federal or state agency with which the Commission or Director has entered into a work sharing or deferral agreement shall be deemed filed with the Director on the date that such complaint is received by such federal or state agency. A copy of all complaints of which the Missouri Commission on Human Rights would have jurisdiction shall be forwarded to it within seven days after the complaint is filed with the Director.
- (3) As soon as practicable upon receipt of a complaint, the Director shall make a determination as to whether the Agency will defer or waive further action thereon pursuant to agreement with Federal or Missouri governmental entities having jurisdiction over a substantially identical complaint filed by the same complainant under similar Federal or Missouri law, in which case the Director shall notify the complainant and the respondent of such deferral or waiver.
- (4) When a complaint has been filed, the Director shall:
 - (a) serve notice upon the complainant acknowledging filing of the complaint and advising the complainant of the time limits and choice of forums available pursuant to federal and state law and this Ordinance.

- (b) not later than ten (10) days after such filing, or the identification of an additional person whom the complainant or the Director determines should be added as a respondent, serve on the respondent a notice identifying the alleged prohibited discriminatory practice and advising the respondent of the procedural rights and obligations of respondents under this ordinance, together with a copy of the original complaint.
 - (5) A respondent may file, not later than ten (10) days after receipt of a notice from the Director pursuant to paragraph (2) of this subsection, an answer to the complaint, provided, however, that such answer, for the purpose of meeting the of the ten-day time limitation specified in this subparagraph, may consist of an acknowledgment of receipt of complaint together with a request for an extension of an additional twenty (20) days or less for the filing of a complete answer.
 - (6) Complaints and answers shall be under oath or affirmation and may be reasonably and fairly amended at any time.
 - (7) A person who is not initially named as a respondent in a complaint, but whom complainant believes should be added as a respondent, or who is identified as a potential violator of the provisions of this ordinance and/or Chapter 213 R.S.Mo. during investigation of the complaint, may be joined as an additional or substitute respondent upon written notice from the Director. Such notice shall specify the reasons such person is being added as respondent.
 - (8) Where the Director has deferred or waived action pursuant to the provisions of paragraph (3) of this subsection, he shall take no further action thereon under the provisions of this Ordinance.
- (B) Conciliation.
- (1) During the period beginning with the filing of a complaint and ending with either a probable cause determination or dismissal, the Agency shall, to the extent feasible, engage in conciliation with respect to such complaint.
 - (2) A conciliation agreement arising out of such conciliation shall be an agreement between the respondent and the complainant, and shall be subject to approval by the Director.
 - (3) A conciliation agreement may provide for binding arbitration of the dispute from which the complaint arises. Any such arbitration conducted pursuant to a conciliation agreement may award appropriate relief, including monetary relief.
 - (4) Every conciliation agreement resolving a complaint filed pursuant to this section alleging violation of subsection (C) of Section Nine of this ordinance shall be made public, unless the complainant and respondent agree otherwise and the Director determines that disclosure of the agreement is not required to further the purposes of this ordinance. Every conciliation agreement resolving a complaint filed pursuant to this section alleging violation of either subsection (B) or (D) of section nine of this ordinance shall only be disclosed or made public if complainant and respondent agree to have such agreement made public.
 - (5) Nothing said or done in the course of attempts to conciliate a complaint may be made public or used as evidence in a subsequent proceeding under this ordinance without the written consent of the person(s) concerned.
 - (6) Breach of a conciliation agreement resolving a complaint filed hereunder shall constitute a violation of this ordinance. Where the Director has reason to believe that such a breach has occurred he may attempt further conciliation and/or refer the matter to the City Counselor for prosecution in municipal court.
 - (7) Where a complaint alleges an action or occurrence which would constitute a violation of the provisions of Chapter 213 R.S.Mo., and the complainant and the respondent have thereafter entered into a conciliation agreement which has subsequently been violated by the respondent, the Director shall recommend to the City Counselor or to the Attorney General of the State of Missouri that an action be filed for enforcement of the conciliation agreement.
- (C) Investigation.
- (1) The Agency shall make an investigation of the complaint of prohibited discriminatory practice, commencing proceedings before the end of the 30th day after receipt of the complaint, and completing such investigation within 100 days after receipt of the complaint. However, if it is impractical for the investigation to be completed within 100 days of the filing of the complaint, the Director may determine that the investigation may continue beyond such time limit. In such case he shall notify both the complainant and the respondent in writing of the reason(s) why the investigation could not be completed within 100 days. If the parties enter into a conciliation agreement pursuant to the provisions of Section Ten of this ordinance, the investigation shall be terminated upon approval of the conciliation agreement by the Director.
 - (2) The Agency may, in assistance of its investigation, direct interrogatories to any or all complainants and/or

respondents. Parties shall respond thereto within twenty (20) days of issuance thereof.

- (3) At the conclusion of the investigation of a complaint pursuant to the provisions of this section, the Agency shall prepare a final investigative report which shall contain the names and dates of contacts with witnesses and a summary of statements made by such witnesses; a summary and the dates of correspondence and contact with the complainant(s) and respondent(s); a summary of other pertinent documents examined by the Agency; and answers to interrogatories propounded by the Agency. This report may be amended if additional relevant evidence is uncovered subsequent to filing of the report. The investigative report shall be made available to both the complainant and the respondent. Until completion of such a report, a party shall only be given access to documents in the possession of the Commission or Agency which that party provided to the agency.

(D) Prompt Judicial Action to Preserve Rights.

If the Director concludes at any time subsequent to the filing of a complaint that prompt judicial action is necessary to protect or prevent frustration of rights protected by Chapter 213 R.S.Mo., he shall authorize a civil action for appropriate temporary or preliminary relief pending final disposition of a complaint filed pursuant to the provisions of this section. Upon receipt of such authorization, the City Counselor may commence and maintain such an action. The commencement of a civil action under this subsection does not affect the initiation or continuation of administrative proceedings pursuant to this Ordinance.

(E) Probable Cause Determination and Effect.

- (1) Within ten (10) days of conclusion of an investigation of a complaint, the Director shall make a determination as to whether probable cause exists, based on the investigation, to believe that the respondent has committed or engaged in a prohibited discriminatory practice or is about to commit or engage in a prohibited discriminatory practice.
- (2) If the Director determines that probable cause exists to believe that a prohibited discriminatory practice has occurred or is about to occur which would also constitute a violation of any of the provisions of Chapter 213 R.S.Mo., he shall immediately issue a charge on behalf of the complainant which shall be referred to a hearing officer for further proceedings pursuant to section 12 of this Ordinance. Such charge shall consist of a short and plain statement of the facts upon which the Director has found reasonable cause to believe that a prohibited discriminatory practice has occurred or is about to occur. It need not be limited to the facts or grounds alleged in the complaint.
- (3) If the Director determines that probable cause exists to believe that a prohibited discriminatory practice has occurred which does not constitute a violation of the provisions of Chapter 213 R.S.Mo., he shall immediately refer such matter to the City Counselor for prosecution in municipal court. In such case, the Director may continue efforts at conciliation.
- (4) If the Director determines that no probable cause exists to believe that a prohibited discriminatory practice has occurred or is about to occur, he shall immediately dismiss the complaint. The Director shall make public all dismissals of a complaint.
- (5) No charge shall be issued under this section after the commencement of the trial of a civil action, initiated by a complainant under either state or federal law, which seeks relief with respect to the prohibited discriminatory practice alleged in the complaint.
- (6) Immediately upon issuing a charge, the Director shall cause a copy thereof, together with information as to how an election may be made pursuant to '213.076 R.S.Mo. and the effect of such an election, to be served on each complainant and respondent, together with notice of the time and place that a hearing on the charge will be held, unless an election is made pursuant to '213.076 R.S.Mo.

Section Eleven. Administrative Proceedings Subsequent to Issuance of Charges.

- (1) The Director may issue subpoenas to compel the attendance of witnesses at hearings held before a hearing officer on a charge either on his own motion or at the request of either the complainant or the respondent. Any person who willfully fails or neglects to attend and testify at a hearing pursuant to subpoena issued pursuant hereto shall be in violation of this Ordinance. The Director shall also have authority to seek judicial enforcement of subpoenas issued by him.
- (2) Any party to a complaint on which a charge has been issued may take and use depositions, written interrogatories, requests for production of documents and other materials, and requests for admissions, and all other forms of discovery authorized by the Rules of Civil Procedure in the same manner, upon, and under the same conditions, and upon the same notice, as is or may hereafter be provided for with respect to the taking and using of depositions, written interrogatories, requests for production of documents and other materials, and requests for admissions, and all other forms of discovery authorized by the Rules of Civil Procedure in civil action in state circuit court. The hearing officer appointed to conduct a hearing on a charge may establish a schedule for conduct of discovery in such matter and shall have authority to seek judicial sanctions against any

party willfully failing to comply with a request for discovery.

- (3) Where no election has been made under '213.076 R.S.Mo. with respect to a charge issued by the Director, a hearing shall be held thereon by a hearing officer appointed by the Director, unless the respondent admits to having committed the violations as set forth in the charge. This hearing shall be held at the place and time designated in the original notice of the charge, unless the hearing be continued by written order of the hearing officer. In any event, hearings on a charge shall commence within 120 days following issuance of the charge, unless it is impracticable to do so. If hearings are not to be commenced within 120 days of issuance of the charge, the hearing officer shall notify the Director, the complainant(s) and the respondent(s) of the reason for not doing so. At said hearing, each party may appear in person, be represented by counsel, present evidence, and cross-examine witnesses. Any aggrieved person may intervene as a party in the proceeding. The admission of evidence at the hearing shall be controlled by the provisions of '536.070 R.S.Mo. The hearing officer shall have full authority to call and examine witnesses, admit or exclude evidence and rule upon all motions and objections.
- (4) No charge shall be resolved prior to issuance of a final order without consent of all complainants on whose behalf the charge has been issued.
- (5) Administrative proceedings under this section regarding any alleged prohibited discriminatory practice shall be dismissed or held in abeyance after the beginning of trial on a civil action commenced by a complainant under federal or state law, seeking relief with respect to such alleged prohibited discriminatory practice, and the Director shall not issue charges with respect to such complaint after such trial has commenced.
- (6) Within sixty (60) days of the conclusion of the hearing on a charge, the hearing officer shall file recommended findings of fact, conclusions of law, and a proposed order with the Commission. A tape recording of the proceedings at the hearing, together with copies of all exhibits introduced into evidence at the hearing, shall also be filed with the Commission.
- (7) Upon receipt of the above, the Commission shall appoint a panel of at least three members of the Commission, or shall act as a whole, to review the tape and the proposed findings of fact, conclusions of law and recommended order prepared by the hearing officer. Within thirty days of the receipt of a submission from a hearing officer, the panel, or the Commission acting as a whole where it has decided to proceed in such manner, shall issue findings of fact, conclusions of law and a final order. Where review of the record and hearing officer's submission has been assigned to a panel of the Commission, the findings of fact, conclusions of law, and order issued by that panel shall be the findings of fact, conclusions of law and order of the Commission as a whole.
- (8) If the Commission finds that a respondent has engaged, or is about to engage, in a prohibited discriminatory practice, the Commission shall promptly issue an order for such relief, as provided for by subsection (11) of '213.075 R.S.Mo., as may be appropriate.
- (9) No order issued by the Commission shall affect any contract, sale, encumbrance, or lease consummated before the issuance of such order and involving a bona fide purchaser, encumbrancer or tenant without actual notice of the charge filed pursuant to this section.
- (10) Upon issuing its order, the Commission shall, within thirty (30) days thereof, submit said order to the Missouri Commission on Human Rights for review. Within forty-five (45) days of issuance of its order, it shall transmit a written copy of the transcript of the hearing and a complete copy of the written record to the Missouri Commission on Human Rights. No decision of the Commission shall be final for purposes of enforcement or appeal, until either the order is affirmed by a hearing examiner of the Missouri Commission or more than ninety days pass from the date upon which the complete transcript and record was received by the Missouri Commission without any opinion being issued thereon by the state commission's hearing examiner.
- (11) In the case of an order finding that a respondent engaged in a prohibited discriminatory practice that occurred in the course of a business which requires licensing or permitting by a governmental agency (other than a business license or occupancy permit), the Director shall, within thirty days of an order of the Commission becoming final, send copies of the Commission's findings of fact, conclusions of law and order to that agency, together with a recommendation of appropriate disciplinary action.
- (12) Where a respondent has been found to have engaged in a prohibited housing or realty practice twice within the preceding five year period, the Director shall send a copy of each order to the Assistance Secretary for Fair Housing of the Department of Housing and Urban Development, to the Missouri Commission on Human Rights, the Missouri Attorney General, and the City Counselor.
- (13) If the Commission finds that the respondent has not engaged and is not about to engage in a prohibited discriminatory practice, he shall enter an order dismissing the charge. The Director shall make public each such dismissal.

Section Twelve. Judicial Review.

Any party aggrieved by a final decision of the Commission shall have the right to seek judicial review of such decision, as in other contested cases, pursuant to the provisions of Chapter 536 R.S.Mo. Any petition for judicial review of a final order of the Commission must be filed within thirty days of the date on which such order became final.

Section Thirteen. Enforcement of Commission Orders.

- (A) If no petition for judicial review is filed within thirty (30) days of the date on which an order of the Commission becomes final, The Director may authorize the City Counselor to file suit in Circuit Court seeking enforcement of the Commission's order, as provided for in '213.085.3 R.S.Mo. The City Counselor shall thereafter file a petition in Circuit Court seeking to enforce the Commission's decision. The relief which may be granted on such petition, and the procedure thereon, shall be that provided by '213.085.3 R.S.Mo.
- (B) If no petition is filed by the City Counselor for enforcement of a Commission order within sixty days of issuance of said order, a complainant entitled to relief under such order may file a petition for enforcement as provided by '213.085.4 R.S.Mo.

Section Fourteen. Representation of Complainant Where Election is Made Pursuant to '213.076.1 R.S.Mo.

If the Director has made a finding of probable cause and an election is made pursuant to Section 213.076.1, R.S.Mo., the Director shall request that the City Counselor file suit on behalf of the City and, if one or more complainants or aggrieved persons choose not to retain private counsel, on behalf of any complainant or aggrieved person not represented by private counsel. Within thirty days (30) of such request being made, the City Counselor, or private counsel retained under contract by the City Counselor, shall commence and maintain a civil action in Circuit Court in the name of the City and any complainant not represented by private counsel seeking relief as authorized by Chapter 213, R.S.Mo. Should the City Counselor prevail in such suit, he is hereby authorized and directed to seek attorney's fees. Any attorney's fees recovered by the City shall be paid into the general revenue fund of the City. The City Counselor may retain private counsel to commence and maintain the lawsuit, but shall not through such retention delegate decision-making authority with respect to such suit to such private counsel.

Section Fifteen. Savings Clause.

- (A) The substantive rights, duties and liabilities of any person which have arisen or accrued pursuant to any Ordinance repealed hereby shall not be extinguished, prejudiced or otherwise altered due to the repeal of said Ordinances and the adoption hereof but shall be reserved until satisfied, resolved and terminated, pursuant to the provisions of said ordinances.
- (B) The rights, duties and liabilities of any person, as that term is defined hereinafter, which arise after the effective date of this ordinance, shall be governed by the provisions of this ordinance.

Section Sixteen. Severability Clause.

If any provision of this Ordinance shall be held invalid, the remainder of this Ordinance, to the extent severable therefrom, shall not thereby be invalidated.

Section Seventeen. Penalty.

Any person convicted of violation of this Ordinance shall be punished by a fine of not less than Two Hundred Fifty Dollars (\$250.00) nor more than Five Hundred dollars (\$500.00), or by imprisonment for not more than ninety (90) days or by both such fine and imprisonment, unless a higher maximum fine is subsequently dictated by Charter amendment, in which case the maximum fine shall be increased to such higher maximum authorized by the amendment.

Section Eighteen. Construction of this Ordinance.

The provisions of this Ordinance shall be construed liberally for the accomplishment of the purposes thereof.

Section Nineteen. Emergency Clause.

This Ordinance being necessary for the immediate preservation of the public safety and welfare, it is hereby declared to be an emergency measure, and shall be effective immediately upon its passage and approval by the Mayor.

Approved: November 21, 2003

ORDINANCE #66089 Board Bill No. 215

An ordinance authorizing and directing the Mayor and Comptroller of the City of St. Louis to execute, upon receipt of and in consideration of the sum of One Thousand Three Hundred Ninety-Five Dollars (\$1,395.00) and other good and valuable consideration, a Quit Claim Deed to remise, release and forever quit-claim unto Gaslight Square Developers, LLC, certain City-owned property located in City Block 4583, which property is known as portions of 4275 and 4279 Olive Street, and containing an emergency clause.

BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:

SECTION ONE. The Mayor and Comptroller are hereby authorized and directed to execute, upon receipt of and in consideration of the sum of One Thousand Three Hundred Ninety-Five Dollars (\$1,395.00) and other good and valuable consideration, a Quit Claim Deed, attached hereto as Exhibit A, to remise, release and forever quit-claim unto Gaslight Square Developers, LLC, certain City-owned property located in City Block 4583, which property is known as portions of 4275 and 4279 Olive Street, and which is more fully described in said Exhibit A.

SECTION TWO. Emergency Clause. This ordinance, being necessary for the immediate preservation of public peace, health, safety, and general welfare, shall be and is hereby declared to be an emergency measure within the meaning of Sections 19 and 20 of Article IV of the Charter of the City of St. Louis and, as such, this ordinance shall take effect immediately upon its passage and approval by the Mayor.

QUIT CLAIM DEED

THIS DEED, made and entered into this ____ day of _____, 2003, by and between the City of Saint Louis, a municipal corporation of the State of Missouri, 1200 Market Street, St. Louis, Missouri 63103, (Grantor), and Gaslight Square Developers, LLC, a Missouri limited liability company, whose address is 357 Marshall Avenue, Suite 103, St. Louis, Missouri 63119 (Grantee).

WITNESSETH, that the said Grantor, for and in consideration of the sum of One Thousand Three Hundred Ninety-Five Dollars (\$1,395.00) to it paid by the said Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, does by these presents Remise, Release, and Quit-Claim unto the said Grantee, the following described Real Estate, situated in the City of Saint Louis and State of Missouri, to-wit:

See Exhibit A attached hereto and incorporated into this deed

Subject to restrictions, covenants, and easements of record.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said Grantee, and to its heirs and assigns, so that neither the said Grantor, nor its heirs, nor any other person or persons for it or in its name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises, or any part thereof, but they and every one of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the said Grantor and Grantee have executed these presents the day and year first above written.

THE CITY OF SAINT LOUIS
(Grantor)

GASLIGHT SQUARE DEVELOPERS, LLC
(Grantee)

BY: _____
Francis G. Slay
Mayor

BY: _____
Jerry King
Member

BY: _____
Darlene Green
Comptroller

Approved as to form:

Patricia A. Hageman
City Counselor

Attest:

Parrie L. May
City Register

State of Missouri)
) ss.
City of St. Louis)

On this ____ day of _____, 2003, before me appeared Francis G. Slay and Darlene Green to me personally known, who being by me duly sworn did say that they are the Mayor and the Comptroller of the City of Saint Louis, respectively, and that they are authorized to execute this Quit-Claim Deed on behalf of the City of Saint Louis under the authority of Ordinance _____ and acknowledge said instrument to be the free act and deed of the City of Saint Louis.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

Notary Public

State of Missouri)
) ss.
City of St. Louis)

On this ____ day of _____, 2003, before me appeared Jerry King, to me personally known, who being by me duly sworn did say that he is a Member of Gaslight Square Developers, LLC, and that he is authorized to execute this Quit-Claim Deed on behalf of said corporation under the authority of its board of directors, and acknowledged that he executed said instrument as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

Notary Public

EXHIBIT A
(Page 1 of 2)

--- Boundary Description ---
4275 & 4279 Olive Street

A tract of land situated in the City of St. Louis, and the State of Missouri, being part of City Block 4583, and being more particularly described as follows:

COMMENCING at the intersection of the Southerly right-of-way line of Olive Street, 60 feet wide and the Westerly right-of-way line of Whittier Street, 60 feet wide being the Northeasterly corner of said City Block 3910-N; thence along the Northerly extension of said Westerly right-of-way line, North 29 degrees 38 minutes 23 seconds East, a distance of 60.00 feet to its intersection with the Northerly right-of-way line of said Olive Street, also being the Southeasterly corner of said City Block 4583; thence along said Northerly right-of-way line, North 60 degrees 52 minutes 04 seconds West, a distance of 731.92 feet to its intersection with the Easterly right-of-way line of Boyle Avenue; thence along said Easterly right-of-way line, North 08 degrees 15 minutes 04 seconds West, a distance of 124.60 feet to the TRUE POINT OF BEGINNING for the tract herein described; thence continuing along said Easterly right-of-way line, North 08 degrees 15 minutes 04 seconds West, a distance of 66.68 feet to its intersection with the Southerly right-of-way line of a 20 foot alley; thence along said Southerly right-of-way line, South 60 degrees 55 minutes 00 seconds East, a distance of 40.95 feet to the Northwesterly corner of a tract of land conveyed to McPherson Land L. P. as described in Deed Book M559 page 794 of the land records of said City of St. Louis; thence leaving said Southerly right-of-way line and along the Westerly line of said McPherson Land L. P. tract, South 29 degrees 38 minutes the West, a distance of 53.02 feet to the POINT OF BEGINNING. Containing 1,090 square feet (0.02 acres) according to a survey by J. R. Grimes Consulting Engineers, Inc.

And also:

A tract of land situated in the City of St. Louis, and the State of Missouri, being part of City block 4583, and being more particularly described as follows:

COMMENCING at the intersection of the Southerly right-of-way line of Olive Street, 60 feet wide and the Westerly right-of-way line of Whittier Street, 60 feet wide, being the Northeasterly corner of said City Block 3910-N; thence along the Northerly extension of said Westerly right-of-way line, North 29 degrees 38 minutes 23 seconds East, a distance of 60.00 feet to its intersection with the Northerly right-of-way line of said Olive Street, also being the Southeasterly corner of said City Block 4583; thence along said Northerly right-of-way line and its Westerly extension, North 60 degrees 52 minutes 04 seconds West, a distance of 834.86 feet to its intersection with the Westerly right of way line of Boyle Avenue, said intersection also being the TRUE POINT OF BEGINNING for the tract herein described; thence continuing also said Northerly right-of-way line, North 60 degrees 52 minutes 04 second West, a distance of 30.0 feet to the Southeasterly corner of a tract of land conveyed to McPherson Land L. P. as described in Deed Book M559 page 794 of the land records of said City of St. Louis; thence leaving said Northerly right-of-way line and along the Easterly line of said McPherson Land L. P. tract, North 29 degrees 38 minutes 23 seconds East, a distance of 65.63 feet to its intersection with said Westerly right-of-way line of Boyle Avenue; thence along said Westerly right-of-way line, South 08 degrees 15 minutes 04 seconds East, a distance of 48.85 to an angle point in said Westerly right-of-way line; thence continuing along said Westerly right-of-way line, South 29 degrees 38 minutes 23 seconds West, a distance of 26.82 feet to the POINT OF BEGINNING. Containing 1,390 square feet (0.03 acres) according to a survey by J. R. Grimes Consulting Engineers, Inc.

GASLIGHT SQUARE
PART OF CITY BLOCKS 387-ON & 4283
CITY OF ST. LOUIS, MISSOURI

BOYLE AVENUE

OLIVE (60' W.) STREET

20' ALLEY

J. R. GRIMES CONSULTING ENGINEER

Scale: 1" = 20' 0"

Approved: November 21, 2003

ORDINANCE #66090
Board Bill No. 278

An ordinance establishing a four way stop site for all traffic traveling on Goodfellow Boulevard approaching the intersection of Goodfellow Boulevard and Northcrest Lane; further establishing a school stop site for all traffic traveling on Riverview Boulevard at the north leg of Orchid Avenue; and containing an emergency clause.

BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:

SECTION ONE. There is hereby established a two way stop site for all traffic traveling on Goodfellow Boulevard approaching the intersection of Goodfellow Boulevard and Northcrest Lane. The director of streets is hereby authorized and directed to install stop signs at said location to regulate traffic approaching this intersection.

SECTION TWO. There is hereby established a school stop site for all traffic traveling on Riverview Boulevard approaching the intersection of Riverview Boulevard and the north leg of Orchid Avenue. The director of streets is hereby authorized and directed to install stop signs at said location to regulate traffic approaching this intersection.

SECTION THREE. Emergency Clause. This being an ordinance for the preservation of public peace, health and safety, it is hereby declared to be an emergency measure within the meaning of Sections 19 and 20 of Article IV of the Charter of the City of St. Louis and therefore this ordinance shall become effective immediately upon its passage and approval by the Mayor.

Approved: November 21, 2003

ORDINANCE #66091
Board Bill No. 284

An ordinance authorizing and directing the Mayor and Comptroller of the City of St. Louis to execute, upon receipt of and in consideration of the sum of Five Thousand One Dollars (\$5,001.00) and other good and valuable consideration, a Quit Claim Deed to remise, release and forever quit-claim unto Roberts Village Redevelopment Corporation, certain City-owned property located in City Block 3784, which property is known as 1528 N. Kingshighway Blvd., and containing an emergency clause.

BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:

SECTION ONE. The Mayor and Comptroller are hereby authorized and directed to execute, upon receipt of and in consideration of the sum of Five Thousand One Dollars (\$5,001.00) and other good and valuable consideration, a Quit Claim Deed, attached hereto as Exhibit A, to remise, release and forever quit-claim unto Roberts Village Redevelopment Corporation, certain City-owned property located in City Block 3784, which property is known as 1528 N. Kingshighway Blvd., and which is more fully described in said Exhibit A.

SECTION TWO. Emergency Clause. This ordinance, being necessary for the immediate preservation of public peace, health, safety, and general welfare, shall be and is hereby declared to be an emergency measure within the meaning of Sections 19 and 20 of Article IV of the Charter of the City of St. Louis and, as such, this ordinance shall take effect immediately upon its passage and approval by the Mayor.

Exhibit A

QUIT CLAIM DEED

THIS DEED, made and entered into this _____ day of _____, 2003, by and between the City of Saint Louis, a municipal corporation of the State of Missouri, 1200 Market Street, St. Louis, Missouri 63103, (Grantor), and Roberts Village Redevelopment Corporation, a Missouri corporation, whose address is 1408 N. Kingshighway Blvd., Suite 300, St. Louis, Missouri 63113, (Grantee).

WITNESSETH, that the said Grantor, for and in consideration of the sum of Five Thousand One Dollars (\$5,001.00) to it paid by the said Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, does by these presents Remise, Release, and Quit-Claim unto the said Grantee, the following described Real Estate, situated in the City of Saint Louis and State of Missouri, to-wit:

The east part of Lot 17, all of Lot 18 and the west part of Lot 19 in Block 2 of Lucas & Hunt's Addition to Cote Brillante, and in Block 3784 of the City of St. Louis, beginning at the intersection of the east line of Kingshighway Memorial Boulevard with the south line of Aldine Place, thence eastwardly along the south line of Aldine Place 125 feet, thence southwardly on a line parallel to the east line of Kingshighway Memorial Boulevard to a point in the north line of an alley, thence westwardly on the north line of said alley to a point in the east line of Kingshighway Memorial Boulevard, thence north 160' 10-1/2" to the Point of Beginning; commonly known as and numbered 1528 N. Kingshighway Blvd., also known as and numbered 4968-80 Aldine Place. Parcel ID 3784-00-00100

Subject to restrictions, covenants, and easements of record.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said Grantee, and to its heirs and assigns, so that neither the said Grantor, nor its heirs, nor any other person or persons for it or in its name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises, or any part thereof, but they and every one of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the said Grantor and Grantee have executed these presents the day and year first above written.

THE CITY OF SAINT LOUIS
(Grantor)

ROBERTS VILLAGE
REDEVELOPMENT CORPORATION
(Grantee)

BY: _____
Francis G. Slay
Mayor

By: _____
Steven C. Roberts
President

BY: _____
Darlene Green
Comptroller

Approved as to form:

Patricia A. Hageman
City Counselor

Attest:

Parrie L. May
City Register

State of Missouri)
) ss.
City of St. Louis)

On this ____ day of _____, 2003, before me appeared Francis G. Slay and Darlene Green to me personally known, who being by me duly sworn did say that they are the Mayor and the Comptroller of the City of Saint Louis, respectively, and that they are authorized to execute this Quit-Claim Deed on behalf of the City of Saint Louis under the authority of Ordinance _____ and acknowledge said instrument to be the free act and deed of the City of Saint Louis.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

Notary Public

State of Missouri)
) ss.
City of St. Louis)

On this ____ day of _____, 2003, before me appeared Steven C. Roberts, to me personally known to be the person, who being by me duly sworn did say that he is the President of Roberts Village Redevelopment Corporation, and that he is authorized to execute this Quit-Claim Deed on behalf of said corporation under the authority of its Board of Directors and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

Notary Public

Approved: November 21, 2003

ORDINANCE #66092
Board Bill No. 273
Floor Substitute

An ordinance authorizing the City of St. Louis, Missouri (the "City") to assign TIF Revenues attributable to the Edison Brothers Warehouse Redevelopment Area (the "Redevelopment Area") for the purpose of paying the principal and interest on certain bonds to be issued by The Industrial Development Authority of the City of St. Louis, Missouri (the "Authority"); authorizing the City to enter into a certain Financing Agreement with the Authority to provide for such payment; and authorizing and directing the taking of other actions and approval and execution of other documents as necessary or desirable to carry out and comply with the intent hereof.

WHEREAS, the City is authorized and empowered under the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865, inclusive, of the Revised Statutes of Missouri, as amended (the "TIF Act"), to issue notes for the purpose of providing funds to finance the costs of certain redevelopment projects and to pay certain costs related to the issuance of such notes; and

WHEREAS, pursuant to Ordinance No. 64609 dated February 5, 1999 (the "Approving Ordinance"), the City approved a redevelopment plan attached thereto (the "Redevelopment Plan") for redevelopment of the Redevelopment Area, designated Breckenridge Edison Development, L.C., a limited liability company duly organized and existing under the laws of the State of Missouri, as developer of the Redevelopment Area (the "Developer"), approved the execution of a Redevelopment Agreement by and between the City and the Developer dated as of February 26, 1999 (the "Redevelopment Agreement"), and adopted tax increment financing within the Redevelopment Area; and

WHEREAS, pursuant to Ordinance No. 64631 (the "Note Ordinance"), the City authorized issuance of its Taxable Tax Increment Revenue Notes (Edison Brothers Warehouse Redevelopment Area), Series 1999 (the "Taxable Notes"), in an aggregate principal amount not to exceed \$5,300,000, plus issuance costs, less the aggregate principal amount of Tax-Exempt Tax Increment Revenue Notes (Edison Brothers Warehouse Redevelopment Area), Series 1999 (the "Tax-Exempt Notes", and together with the Taxable Notes, the "Notes") for the purpose of implementing the Redevelopment Plan; and

WHEREAS, the Taxable Notes were initially issued on May 8, 2000, and are currently outstanding in a principal amount of \$5,187,851.65, plus accrued interest; and

WHEREAS, the Tax-Exempt Note was issued on October 19, 2001, and is currently outstanding in a principal amount of \$250,000, plus accrued interest; and

WHEREAS, pursuant to the Note Ordinance, the Notes are payable solely from the TIF Revenues deposited in the Special Allocation Fund, as such terms are set forth in the form of the Financing Agreement, attached hereto as Exhibit A; and

WHEREAS, the Redevelopment Agreement requires the City to issue tax increment revenue bonds to refund the TIF Notes, provided that the City can sell such bonds at a net interest cost that is less than the net interest cost of the Notes; and

WHEREAS, the Board of Directors of Authority will consider a resolution (the "Bond Resolution") authorizing the issuance of up to \$7,000,000 aggregate principal amount of Tax-Exempt Tax Increment Revenue Bonds, Series 2003 (Edison Brothers Warehouse Redevelopment Area) (the "Bonds") pursuant to a certain Trust Indenture between the Authority and the trustee named therein (the "Trustee") for the purposes of refunding the Notes, funding a debt service reserve fund for the Bonds, and paying the costs of issuance of the Bonds; and

WHEREAS, pursuant to Ordinance No. 65871, the City has appropriated TIF Revenues consisting of Economic Activity Taxes attributable to the Redevelopment Area for the current fiscal year ending June 30, 2004; and

WHEREAS, the Board of Aldermen of the City hereby finds it is advisable, necessary and in the best interests of the City to refund the Notes with the proceeds of the Bonds, and to direct the TIF Revenues to the payment of the principal of and interest on the Bonds pursuant to the hereinafter approved Financing Agreement; and

WHEREAS, a copy of this Ordinance having been made available for public inspection prior to its adoption by the Board of Aldermen and this bill having been read by title in open meeting three times before final passage by the Board of Aldermen.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ST. LOUIS AS FOLLOWS:

Section 1. Definitions. All capitalized terms not elsewhere defined herein shall have the meanings set forth in the form of the Financing Agreement, attached hereto as Exhibit A.

Section 2. Findings and Determinations. The Board of Aldermen hereby finds and determines that it is necessary and in the best interests of the City to enter into the Financing Agreement with the Authority for purposes of directing TIF Revenues to payment of the Bonds, including funding of a debt service reserve fund for the Bonds, if deemed necessary and advisable in furtherance of the sale of the Bonds, and paying the costs of issuance of the Bonds.

Section 3. City Obligations. The Bonds and the interest thereon shall not constitute an indebtedness of the City or State of Missouri within the meaning of any constitutional or statutory debt limitation or restriction. The obligation of the City to make payments of Economic Activity Tax Revenues under the Financing Agreement is subject to annual appropriation as provided therein. The obligation of the City to make any of the payments due under the Financing Agreement or the Bonds shall not constitute a debt of the City. The taxing power of the City is not pledged to the payment of the Bonds either as to principal or interest or to the payment of TIF Revenues under the Financing Agreement.

Section 4. Pledging and Assigning of TIF Revenues. The City hereby pledges to transfer all Payments in Lieu of Taxes and, subject to annual appropriation, all Economic Activity Tax Revenues to the Trustee pursuant to the Financing Agreement. The City has already appropriated all Economic Activity Tax Revenues in the Special Allocation Fund to payment of the Bonds for the fiscal year ending June 30, 2004.

Section 5. Authority and Direction to Execute and Deliver City Documents. The City is hereby authorized to enter into, and the Mayor and the Comptroller and such other officers of the City as are appropriate are hereby authorized and directed to execute, seal, attest and deliver, for and on behalf of and as the act and deed of the City, the Financing Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, including but not limited to a continuing disclosure agreement, purchase contract and offering materials for the Bonds (collectively the "City Documents"), in such form and with such changes as shall be approved by the City Counselor and by the appropriate officers of the City executing such documents, such officers' signatures thereon being conclusive evidence of their approval thereof.

Section 6. Further Authority. The City and the Mayor, the Comptroller, the Treasurer (as to permitted investments only) and other appropriate officers, agents and employees of the City are hereby authorized to take such further actions and execute such other documents, including but not limited to a continuing disclosure agreement, purchase contract and offering materials for the Bonds, as may be necessary or desirable to carry out and comply with the intent of this Ordinance, and to carry out, comply with and perform the duties of the City with respect to the City Documents.

Section 7. Severability. It is hereby declared to be the intent of the Board of Aldermen that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the Board of Aldermen intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

Section 8. Conflict. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Section 9. Governing Law. This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Clerk, Board of Aldermen

President, Board of Aldermen

Approved: Date: _____

Mayor

Truly Engrossed and Enrolled

EXHIBIT A

FORM OF FINANCING AGREEMENT

FINANCING AGREEMENT

between
**THE INDUSTRIAL DEVELOPMENT AUTHORITY
OF THE CITY OF ST. LOUIS, MISSOURI**
and
CITY OF ST. LOUIS, MISSOURI

Relating to

Not to Exceed \$7,000,000
The Industrial Development Authority of the City of St. Louis, Missouri
Tax-Exempt Tax Increment Revenue Bonds

**(Edison Brothers Warehouse Redevelopment Area)
Series 2003**

Dated as of _____, 2003

The rights, title and interest of The Industrial Development Authority of the City of St. Louis, Missouri, to this Financing Agreement have been assigned to [TRUSTEE], as Trustee under the Trust Indenture dated as of _____, 2003, between The Industrial Development Authority of the City of St. Louis, Missouri, and the Trustee.

FINANCING AGREEMENT

TABLE OF CONTENTS

	<u>Page</u>
Article I	
DEFINITIONS, CONSTRUCTION AND CERTAIN GENERAL PROVISIONS	
Section 1.1. Definitions	2
Section 1.2. Rules of Interpretation	4
Article II	
REPRESENTATIONS	
Section 2.1. Representations by the Authority	5
Section 2.2. Representations by the City	5
Article III	
BONDS ISSUANCE AND USE OF PROCEEDS	
Section 3.1. Authority's Agreement to Issue Bonds	6
Section 3.2. Use of Proceeds of the Bonds	6
Article IV	
FINANCING TERMS, TIF REVENUES, AND RIGHTS AND OBLIGATIONS	
Section 4.1. Amount and Source of the Financing	6
Section 4.2. City's Obligation to Transfer TIF Revenues to Trustee	7
Section 4.3. Unconditional Obligations of the City	7
Article V	
COVENANTS OF THE CITY	
Section 5.1. Covenant to Request Appropriations	7
Section 5.2. Pledge of Payments in Lieu of Taxes	7
Section 5.3. Collection of Payments in Lieu of Taxes and Economic Activity Tax Revenues	7
Section 5.4. Enforcement of Agreement	8
Section 5.5. Assignment of Financing Agreement by City	8
Section 5.6. Tax Covenants of the City	8
Article VI	
PARTICULAR COVENANTS	
Section 6.1. Indemnification	9
Section 6.2. Further Assurances and Corrective Instruments	9
Section 6.3. Litigation Notice	9
Article VII	
ASSIGNMENT OF AUTHORITY'S RIGHTS UNDER FINANCING AGREEMENT	
Section 7.1. Assignment by the Authority	10
Section 7.2. Restriction on Transfer of Authority's Rights	10
Article VIII	
EVENTS OF DEFAULT AND REMEDIES	
Section 8.1. Events of Default Defined	10
Section 8.2. Remedies on Default	11
Section 8.3. No Remedy Exclusive	11
Section 8.4. Authority and City to Give Notice of Default	11
Section 8.5. Remedial Rights Assigned to the Trustee	12
Article IX	
PREPAYMENT AND ACCELERATION OF PAYMENTS	
Section 9.1. Optional Prepayment	12
Section 9.2. Notice of Prepayment	12
Section 9.3. Precedence of this Article	12

Article X
MISCELLANEOUS

Section 10.1.	Authorized Representatives	12
Section 10.2.	Term of Financing Agreement	12
Section 10.3.	Notices	13
Section 10.4.	Performance Date Not a Business Day	14
Section 10.5.	Binding Effect	14
Section 10.6.	Amendments, Changes and Modifications	14
Section 10.7.	Execution in Counterparts	14
Section 10.8.	No Pecuniary Liability	14
Section 10.9.	Extent of Covenants of the Authority and the City; No Personal or Pecuniary Liability	14
Section 10.10.	Severability	14
Section 10.11.	Governing Law	15

FINANCING AGREEMENT

THIS FINANCING AGREEMENT dated as of _____, 2003 (this "*Financing Agreement*"), is between **THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF ST. LOUIS, MISSOURI**, a public corporation duly organized under Chapter 349 of the Revised Statutes of Missouri (the "Authority"), and the **CITY OF ST. LOUIS, MISSOURI**, a charter city and political subdivision duly organized and existing under the constitution and laws of the State of Missouri (the "City"). Capitalized terms not defined elsewhere herein shall have the meaning set forth in the Indenture as more fully described in Section 1.1 hereof.

RECITALS

WHEREAS, a plan for redevelopment of an area known as the Edison Brothers Warehouse Redevelopment Area was approved by the City's Board of Aldermen on February 5, 1999 (the "*Redevelopment Plan*") by Ordinance No. 64609, which also designated Breckenridge Edison Development, L.C., a limited liability company duly organized and existing under the laws of the State of Missouri (the "*Developer*"), as developer of the Redevelopment Area, authorized execution of a Redevelopment Agreement dated as of February 26, 1999, by and between the City and the Developer (the "*Redevelopment Agreement*"), and adopted tax increment financing therein (the "*Approving Ordinance*"); and

WHEREAS, pursuant to Ordinance No. 64631 (the "*Note Ordinance*"), the City authorized issuance of its Taxable Tax Increment Revenue Notes (Edison Brothers Warehouse Redevelopment Area), Series 1999 (the "*Taxable Notes*"), in an aggregate principal amount not to exceed \$5,300,000, plus issuance costs, less the aggregate principal amount of Tax-Exempt Tax Increment Revenue Notes (Edison Brothers Warehouse Redevelopment Area), Series 1999 (the "*Tax-Exempt Notes*"), together with the Taxable Notes, the "*Notes*") for the purpose of implementing the Redevelopment Plan; and

WHEREAS, the Taxable Notes were initially issued May 8, 2000, and as of _____, 2003 are outstanding in a principal amount of \$5,187,851.65, plus interest in the amount of \$ _____; and

WHEREAS, the Tax-Exempt Note was issued October 19, 2001, and as of _____, 2003 is outstanding in a principal amount of \$250,000, plus interest in the amount of \$ _____; and

WHEREAS, the Redevelopment Agreement requires the City to issue tax increment revenue bonds to refund the TIF Notes, provided that the City can sell such bonds at a net interest cost that is less than the net interest cost of the Notes; and

WHEREAS, the Authority is authorized pursuant to the Chapter 349 of the Revised Statutes of Missouri to issue bonds for the purpose of promoting certain commercial and industrial development "projects"; and

WHEREAS, the City has requested that the Authority issue its revenue bonds for the purpose of refunding the Notes (the refunding of such Notes is referred to herein as the "*Refunding*"); and

WHEREAS, on _____, 2003, the Board of Directors of the Authority adopted a resolution (the "*Bond Resolution*") authorizing the issuance of up to \$7,000,000 aggregate principal amount of Tax-Exempt Tax Increment Revenue Bonds, Series 2003 (Edison Brothers Warehouse Redevelopment Area) (the "*Bonds*") pursuant to a certain trust indenture dated as of _____, 2003, between the Authority and the [TRUSTEE] (the "*Indenture*") for purposes of refunding the Notes, funding a debt service reserve fund for the Bonds, paying the costs of issuance of the Bonds, and approving this Financing Agreement; and

WHEREAS, on _____, 2003, the Board of Aldermen of the City adopted Ordinance No. _____ (the "*Bond Ordinance*"), approving issuance of the Bonds and this Financing Agreement, and assigning TIF Revenues (as defined herein) to the Trustee for the purpose of paying the principal and interest on the Bonds; and

WHEREAS, the Authority and the City desire to enter into this Financing Agreement to provide for the pledge and assignment of TIF Revenues by the City to the Trustee for the purpose of paying the principal and interest on the Bonds.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, the Authority and the City do hereby covenant and agree as follows:

ARTICLE I
DEFINITIONS, CONSTRUCTION AND CERTAIN GENERAL PROVISIONS

Section 1.1 Definitions. In addition to words and terms elsewhere defined herein, the following words and terms as used in this Financing Agreement shall have the following meanings, unless some other meaning is plainly intended:

“Authority” means The Industrial Development Authority of the City of St. Louis, Missouri.

“Authorized Authority Representative” means any person from time to time designated to act on behalf of the Authority as evidenced by written certificate furnished to the Trustee containing the specimen signature of such person and signed on behalf of the Authority by its Executive Director. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized Authority Representative.

“Authorized City Representative” means any person from time to time designated to act on behalf of the City as evidenced by written certificate furnished to the Trustee containing the specimen signature of such person and signed on behalf of the City by its Comptroller. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized City Representative.

“Bond Ordinance” means the ordinance adopted by the Board of Aldermen of the City on _____, 2003, approving the issuance of the Bonds, this Financing Agreement, and assigning the TIF Revenues to the Authority for the purpose of paying the principal and interest on the Bonds.

“Bond Resolution” means the resolution adopted by the Board of Directors of the Authority on _____, 2003, authorizing the issuance of the Bonds pursuant to the Indenture for the purposes of refunding the Notes, funding a debt service reserve fund for the Bonds, and paying the costs of issuance of the Bonds.

“Business Day” means any day other than (a) a Saturday, Sunday or any other day on which banking institutions in the city in which the principal corporate trust office or payment office of the Trustee is located are required or authorized by law to close or (b) a day on which the New York Stock Exchange is closed.

“City” means the City of St. Louis, Missouri, a charter city and political subdivision duly organized and existing under the Constitution and laws of the State.

“Developer” means Breckenridge Edison Development, L.C., a limited liability company duly organized and existing under the laws of the State of Missouri.

“Economic Activity Tax Revenues” means fifty percent of the total additional revenues from taxes imposed by the City or other taxing districts (as that term is defined in Section 99.805(16) of the TIF Act) and which are generated by economic activities within Redevelopment Area over the amount of such taxes generated by economic activities within Redevelopment Area in the calendar year ending December 31, 1998, as defined and described in Sections 99.805(4) and 99.845 of the TIF Act, but excluding therefrom personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, licenses, fees or special assessments, taxes levied pursuant to Section 70.500, RSMo., as amended, and taxes levied for the purpose of public transportation pursuant to Section 94.660, RSMo., as amended, all as provided in Section 99.845 of the TIF Act, as amended from time to time, and also excluding as of January 1, 2002, the sales tax authorized by Section 162.1100.5(1), RSMo., as amended.

“Event of Default” means any event or occurrence as defined in Section 8.1 hereof.

“Indenture” means a bond trust indenture by and between the Authority and Trustee which provides their respective rights and obligations and terms of issuance of the Bonds, and any amendment or supplement thereto.

“Note Ordinance” means Ordinance No. 64631 of the City dated February 23, 1999, authorizing issuance of the Notes.

“Notes” shall have the meaning provided in the Recitals hereto.

“Outstanding” means, when used with reference to Bonds, as of a particular date, all Bonds theretofore authenticated and delivered under the Indenture except:

- (a) Bonds theretofore cancelled by the Trustee or delivered to the Trustee for cancellation;
- (b) Bonds which are deemed to have been paid in accordance with the Indenture;
- (c) Bonds alleged to have been mutilated, destroyed, lost or stolen which have been paid as provided in the Indenture; and
- (d) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered pursuant to the Indenture.

“Owner” means the Person in whose name any Bond is registered on the Register.

"Payments in Lieu of Taxes" means those payments in lieu of taxes (as defined in Section 99.805(10) of the TIF Act) attributable to the increase in the current equalized assessed valuation of all each taxable lot, block, tract or parcel of real property located within the Redevelopment Area over and above the initial equalized assessed value (as that term is used and described in Section 99.845.1 of the TIF Act) of each such unit of property, as paid to the City Treasurer by the City Collector of Revenue during the term of the Redevelopment Plan and the Redevelopment Project.

"Person" means any natural person, firm, partnership, association, corporation, limited liability company or public body.

"Redevelopment Agreement" means the Redevelopment Agreement dated as of February 26, 1999, by and between the City and the Developer, as modified, amended or supplemented from time to time.

"Redevelopment Area" means the area defined as such in the Redevelopment Plan.

"Redevelopment Plan" has the meaning set forth in the recitals hereto.

"Redevelopment Project" means the project described in the Redevelopment Plan and the Redevelopment Agreement.

"Register" means the registration books of the Authority kept by the Trustee, or other designated registrar, to evidence the registration, transfer and exchange of Bonds.

"Special Allocation Fund" means the "Edison Brothers Warehouse Special Allocation Fund" created in accordance with Section 99.845 of the TIF Act and by the Note Ordinance.

"State" means the State of Missouri.

"TIF Act" means the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865, inclusive, of the Revised Statutes of Missouri, as amended.

"TIF Revenues" means all Economic Activity Tax Revenues, which have been appropriated by the City to the payment of the Bonds, and Payments in Lieu of Taxes on deposit in the Special Allocation Fund. TIF Revenues do not include any such amount paid under protest until the protest is withdrawn or resolved against the taxpayer, nor do TIF Revenues include any sum received by the City which is the subject of a suit or other claim communicated to the City, which suit or claim challenges the collection of such sums or their payment to the Owner of the Bond or its successor in interest, which TIF Revenues are payable as provided in the Indenture.

"Trust Estate" means the Trust Estate as described in the Indenture.

"Trustee" means [TRUSTEE], _____, Missouri, and its successor or successors and any other association or corporation which at any time may be substituted in its place pursuant to and at the time serving as trustee under the Indenture.

Section 1.2 Rules of Interpretation. Words of one gender shall be deemed and construed to include correlative words of the other genders.

(a) Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing person shall include firms, partnerships, associations and corporations, including public bodies, as well as natural persons.

(b) The words "herein," "hereby," "hereunder," "hereof," "hereto," "hereinbefore," "hereinafter" and other equivalent words refer to this Financing Agreement and not solely to the particular article, section, paragraph or subparagraph hereof in which such word is used.

(c) Reference herein to a particular article or a particular section shall be construed to be a reference to the specified article or section hereof unless the context or use clearly indicates another or different meaning or intent. Reference herein to a schedule or an exhibit shall be construed to be a reference to the specified schedule or exhibit hereto unless the context or use clearly indicates another or different meaning or intent.

(d) Wherever an item or items are listed after the word "including," such listing is not intended to be a listing that excludes items not listed.

(e) The table of contents, captions and headings in this Financing Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Financing Agreement.

ARTICLE II REPRESENTATIONS

Section 2.1 Representations by the Authority. The Authority represents to the City that:

(a) The Authority is a public corporation duly organized under Chapter 349 of the Revised Statutes of Missouri with

lawful power and authority to enter into this Financing Agreement acting by and through its duly authorized officers.

(b) The Bond Resolution has been duly adopted by the Authority and the same has not been modified, amended or repealed.

(c) The execution and delivery of this Financing Agreement by the Authority will not result in a breach of any of the terms of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Authority is a party or by which it or any of its property is bound or its bylaws or any of the constitutional or statutory rules or regulations applicable to the Authority or its property.

(d) This Financing Agreement and the Bonds are valid and binding agreements of the Authority, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or other laws or equitable principles of general application affecting remedies or creditors' rights or by general equitable principles which may limit the right to obtain equitable remedies.

(e) There is not now pending or, to the knowledge of the Authority, threatened any suit, action or proceeding against or affecting the Authority by or before any court, arbitrator, administrative agency or other governmental authority which, if decided adversely to the Authority, would materially affect the validity of any of the transactions contemplated by the Bond Resolution or this Financing Agreement, or is reasonably likely to impair the ability of the Authority to perform its obligations under the Bond Resolution or this Financing Agreement, or as contemplated thereby or hereby, nor is there any basis therefor.

Section 2.2 Representations by the City. The City represents and warrants as follows:

(a) The City is a charter city and political subdivision duly organized and existing under the constitution and laws of the State of Missouri. The City has lawful power and authority to enter into this Financing Agreement and all other documents required to be executed and delivered by it in connection with the issuance of the Bonds (collectively, the "City Documents"), acting by and through its officials.

(b) The City has the power and authority to enter into, execute and deliver the City Documents and to perform its obligations thereunder and consummate the transactions contemplated therein, and has by proper action duly authorized the execution and delivery of the City Documents.

(c) This Financing Agreement and the other City Documents are valid and binding agreements of the City, enforceable in accordance with their terms, except as enforcement thereof may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or other laws or equitable principles of general application affecting remedies or creditors' rights or by general equitable principles which may limit the right to obtain equitable remedies.

(d) The execution and delivery of this Financing Agreement and the other City Documents, the consummation of the transactions contemplated herein and therein, and the fulfillment of or compliance with the terms and conditions hereof and thereof will not (with the passage of time or the giving of notice, or both) conflict with or result in or constitute a breach of or default under any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the City is a party or by which it or any of its property is bound, or violate any provision of the charter of the City, or of any constitutional or statutory provision, or of any order, rule or regulation of any court or governmental authority applicable to the City or its property.

(e) There is not now pending or, to the knowledge of the City, threatened any suit, action or proceeding against or affecting the City by or before any court, arbitrator, administrative agency or other governmental authority which, if decided adversely to the City, would materially affect the validity of any of the transactions contemplated by the Bond Ordinance, this Financing Agreement or the other City Documents, or is reasonably likely to impair the ability of the City to perform its obligations under the Bond Ordinance, this Financing Agreement or the other City Documents, or as contemplated thereby or hereby, nor is there any basis therefor.

ARTICLE III BONDS ISSUANCE AND USE OF PROCEEDS

Section 3.1 Authority's Agreement to Issue Bonds. The Authority hereby agrees to issue the Bonds to provide funds to refund the Notes, fund a debt service reserve fund for the Bonds, and pay the costs of issuance of the Bonds, as more fully described in the Indenture.

Section 3.2 Use of Proceeds of the Bonds. The proceeds of the sale of the Bonds shall be deposited with the Trustee and applied as provided in the Indenture and in this Financing Agreement.

ARTICLE IV FINANCING TERMS, TIF REVENUES, AND RIGHTS AND OBLIGATIONS

Section 4.1 Amount and Source of the Financing. The Authority agrees to deposit with the Trustee, upon the terms and conditions specified herein and in the Indenture, the proceeds received by the Authority from the sale of the Bonds, and to cause such proceeds to be applied in accordance with the Indenture for the refunding of the Notes, the funding of a debt service reserve fund for the Bonds, and the payment of costs of issuance of the Bonds.

Section 4.2 City's Obligation to Transfer TIF Revenues to Trustee.

(a) The City shall cause to be transferred to the Trustee (i) on March 1 of each year (or the next Business Day thereafter if March 1 is not a Business Day) all TIF Revenues then on deposit in the Special Allocation Fund, and (ii) on September 1 of each year (or the next Business Day thereafter if September 1 is not a Business Day) all TIF Revenues then on deposit in the Special Allocation Fund. Upon receipt of the TIF Revenues from the City, the Trustee shall deposit all TIF Revenues consisting of Payments in Lieu of Taxes into a segregated account as provided in the Indenture, and all TIF Revenues consisting of Economic Activity Tax Revenues (subject to annual appropriation) into a segregated account as provided in the Indenture.

(b) In order to facilitate the Trustee's deposit of TIF Revenues into the correct accounts, the City shall clearly identify for the Trustee the amount of such funds constituting Payments in Lieu of Taxes and the amount of such funds constituting Economic Activity Tax Revenues.

Section 4.3 Unconditional Obligations of the City. The City covenants and agrees with and for the express benefit of the Authority and the Owners of the Bonds that it will pay all TIF Revenues under Section 4.2 hereof and perform its obligations, covenants and agreements under this Financing Agreement, without notice or demand, and without abatement, deduction, set-off, counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstances whatsoever; provided, however, that nothing in this Financing Agreement shall be construed as a waiver by the City of any right or claim the City may have against the Authority under this Financing Agreement or otherwise, but any recovery upon such right or claim shall be had from the Authority in a separate proceeding, which separate proceeding shall in no way delay the prompt performance by the City of its obligations under this Financing Agreement for the benefit of the Owners of the Bonds.

ARTICLE V COVENANTS OF THE CITY

Section 5.1 Covenant to Request Appropriations. The City covenants and agrees that the officer of the City at any time charged with the responsibility of formulating budget proposals is hereby directed to include in the budget proposal submitted to the Board of Aldermen of the City for each fiscal year that the Bonds are Outstanding a request for an appropriation of the Economic Activity Tax Revenues on deposit in the Special Allocation Fund for transfer to the Trustee at the times and in the manner provided in Section 4.2 hereof. The City hereby pledges to the Authority timely payment of all TIF Revenues to the Trustee.

Section 5.2 Pledge of Payments in Lieu of Taxes. For so long as the Bonds are Outstanding, the City hereby pledges all Payments in Lieu of Taxes on deposit in the Special Allocation Fund to payment of the Bonds and covenants and agrees to transfer such Payments in Lieu of Taxes to the Trustee at the times and in the manner provided in Section 4.2 hereof. The City hereby pledges to the Authority timely payment of all TIF Revenues to the Trustee.

Section 5.3 Collection of Payments in Lieu of Taxes and Economic Activity Tax Revenues. The City shall, at the expense of the Trust Estate, (a) take all lawful action within its control to cause the Assessor of the City to assess the real property and improvements within the Redevelopment Area at the times and in the manner required by the Act, and (b) take such lawful action within its control as may be required to cause the Collector of Revenue of the City and all other Persons to pay all TIF Revenues which are payable into the Special Allocation Fund under the Act.

Section 5.4 Enforcement of Agreement.

(a) The City shall enforce the provisions of the Redevelopment Agreement in such manner as the City deems prudent and advisable in its good faith discretion. The City may enforce all appropriate available remedies thereunder, including particularly any actual, agreed or liquidated damages for failure to perform under the Redevelopment Agreement, and shall transfer to the Trustee for deposit to the Revenue Fund all sums received on account of such damages.

(b) The City shall notify the Trustee in writing as to any breach of the Redevelopment Agreement that could reasonably be expected to result in a material reduction of TIF Revenues generated from the Redevelopment Area, and at the time of such notification the City shall also advise the Trustee what action the City proposes to take in enforcing available remedies. If, in the judgment of the Trustee, being advised by counsel, such action is less likely to be effective than some other or additional action, the Trustee shall so advise the City promptly in writing. If, within 30 days following advice by the Trustee that some additional or other action would be more effective, the City has not taken such other or additional action, and the Trustee has not, after consultation with the City, withdrawn such advice, upon receipt of indemnification satisfactory to it, the Trustee is hereby authorized to take such action, whether the action was suggested by the Trustee or otherwise, as the Trustee, being advised by counsel, may deem most expedient and in the interest of the Owners of the Bonds. In furtherance of the rights granted to the Trustee by this Section, the City hereby assigns to the Trustee all of the rights it may have in the enforcement of the Redevelopment Agreement, further authorizing the Trustee in its own name or in the name of the City to bring such actions, employ such counsel, execute such documents and do such other things as may in the judgment of the Trustee be necessary or appropriate under the circumstance at the expense of the Trust Estate.

(c) The City shall not modify, amend or waive any provision of the Redevelopment Agreement without the prior written consent of the Trustee, whose consent shall not be unreasonably withheld or delayed. The Trustee may withhold its consent to any such proposed modification, amendment or waiver of the Redevelopment Agreement if the proposed modification, amendment or waiver may, in the sole judgment of the Trustee, being advised by counsel, adversely affect the security for the Bonds or the interests of the Owners thereof or may adversely affect the exclusion of interest on the Bonds from gross income of the Owners

thereof for federal income tax purposes or as may impose additional duties on the Trustee that were not contemplated upon the original execution of the Indenture.

Section 5.5 Assignment of Financing Agreement by City. The City shall not assign any of its right, title and interest in, to and under this Financing Agreement without the prior written consent of the Authority.

Section 5.6 Tax Covenants of the City. The City covenants and agrees that it will not take any action or permit any action to be taken that would adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Bonds and will take whatever action, or refrain from whatever action, necessary to comply with the requirements of the Internal Revenue Code to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds. The City shall provide for all rebate payments required under Section 148(f) of the Internal Revenue Code to the extent such amounts are not available to the Trustee.

ARTICLE VI PARTICULAR COVENANTS

Section 6.1 Indemnification.

(a) To the extent permitted by law, the City releases the Authority and the Trustee from, agrees that the Authority and the Trustee shall not be liable for, and indemnifies the Authority and the Trustee against, all liabilities, losses, damages (including attorneys' fees), causes of action, suits, claims, costs and expenses, demands and judgments of any nature imposed upon or asserted against the Authority or the Trustee without negligence or willful misconduct on the part of the Authority and the Trustee on account of: (i) any breach or default on the part of the City in the performance of any covenant or agreement of the City under this Financing Agreement, the Bonds or any related document, or arising from any act or failure to act by the City, or any of its agents, contractors, servants, employees or licensees; (ii) the provision of any information furnished by the City in connection with the authorization, issuance and sale of the Bonds or arising from (1) any errors or omissions of the City such that the Bonds, when delivered to the Owners, are not validly issued and binding obligations of the Authority or (2) any fraud or misrepresentations or omissions contained in the proceedings of the Authority or the Trustee furnished by or attributable to the City relating to the issuance of the Bonds or pertaining to the financial condition of the City which, if known to the original purchaser of the Bonds, might reasonably be considered a material factor in its decision to purchase the Bonds; and (iii) any claim or action or proceeding with respect to the matters set forth in subsections (i), and (ii) above brought thereon. Notwithstanding the foregoing, the City shall not indemnify the Authority, the Trustee, or their respective members, directors, officers, employees and agents against liability for damages arising out of their own willful, malicious or negligent acts or omissions, or willful, malicious or negligent acts or omissions of their own members, directors, officers, agents or employees. Satisfaction of the indemnification obligations of the City set forth in this Section shall be had solely from the TIF Revenues and from no other source.

(b) In case any action or proceeding is brought against the Authority or the Trustee in respect of which indemnity may be sought hereunder, the party seeking indemnity shall promptly give notice of that action or proceeding to the City, and the City upon receipt of that notice shall have the obligation and the right to assume the defense of the action or proceeding; provided, that failure of a party to give that notice shall not relieve the City from any of its obligations under this Section unless that failure prejudices the defense of the action or proceeding by the City. At its own expense, an indemnified party may employ separate legal counsel and participate in the defense. The City shall not be liable for any settlement without its consent.

(c) The indemnification set forth above is intended to and shall include the indemnification of all affected officials, directors, officers, attorneys, accountants, financial advisors, staff and employees of the Authority and the Trustee, respectively. That indemnification is intended to and shall be enforceable by the Authority and the Trustee, respectively, to the full extent permitted by law.

Section 6.2 Further Assurances and Corrective Instruments. Subject to the terms of the Indenture, the Authority and the City from time to time will execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, supplemental Financing Agreements and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Redevelopment Area and for carrying out the intention or facilitating the performance of this Financing Agreement.

Section 6.3 Litigation Notice. The City shall give the Authority and the Trustee prompt notice of any action, suit or proceeding by it or against it at law or in equity, or before any governmental instrumentality or agency, or of any of the same which may be threatened, which, if adversely determined, would materially impair the ability of the City to perform its obligations hereunder, or would materially and adversely affect its business, operations, properties, assets or condition. Within one Business Day after the filing by or against the City of a petition in bankruptcy, the City shall notify the Trustee in writing as to the occurrence of such filing.

ARTICLE VII ASSIGNMENT OF AUTHORITY'S RIGHTS UNDER FINANCING AGREEMENT

Section 7.1 Assignment by the Authority. The Authority, by means of the Indenture and as security for the payment of the principal of, purchase price, and redemption premium, if any, and interest on the Bonds, will assign, pledge and grant a security interest in certain of its rights, title and interests in, to and under this Financing Agreement, including TIF Revenues and other revenues, moneys and receipts received by it pursuant to this Financing Agreement, to the Trustee. The Trustee is hereby given

the right to enforce, either jointly with the Authority or separately, the performance of the obligations of the City, and the City hereby consents to the same and agrees that the Trustee may enforce such rights as payments required hereunder directly to the Trustee. This Financing Agreement recognizes that the Trustee is a third party creditor-beneficiary hereof.

Section 7.2 Restriction on Transfer of Authority's Rights. The Authority will not sell, assign, transfer or convey its interests in this Financing Agreement except pursuant to the Indenture or this Financing Agreement, or with the express consent of the City.

ARTICLE VIII EVENTS OF DEFAULT AND REMEDIES

Section 8.1 Events of Default Defined. The term "Event of Default" or "Default" shall mean any one or more of the following events:

- (a) Failure by the City to make timely payment of any TIF Revenues when due.
- (b) Failure by the City to make a timely request for appropriations of Economic Activity Tax Revenues, pursuant to Section 5.1.
- (c) Failure by the City to observe and perform any covenant, condition or agreement on the part of the City under this Financing Agreement, other than as referred to in the preceding subsection (a) or (b) of this Section, for a period of 60 days after written notice of such default has been given to the City by the Authority or the Trustee during which time such default is neither cured by the City nor waived in writing by the Authority and the Trustee, provided that, if the failure stated in the notice cannot be corrected within said 60-day period, the Authority and the Trustee may consent in writing to an extension of such time prior to its expiration. The Authority and the Trustee will not unreasonably withhold their consent to such an extension if corrective action is instituted by the City within the 60-day period and diligently pursued to completion and if such consent, in their judgment, does not materially adversely affect the interests of the Owners.
- (d) Any material representation or warranty by the City herein or in any certificate or other instrument delivered under or pursuant to this Financing Agreement or in connection with the financing of the Refunding shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made, unless waived in writing by the Authority and the Trustee.
- (e) The Indenture at any time shall prove not to be a valid, binding and enforceable agreement of the Authority or shall not constitute a valid assignment of the rights of the Authority under this Financing Agreement described in Section 7.1 purportedly assigned under the Indenture and effective to vest in the Trustee all such rights of the Authority in, to and under this Financing Agreement, including the right to enforce this Financing Agreement in accordance with its terms.
- (f) The filing by the City of a voluntary petition in bankruptcy, or failure by the City to promptly lift any execution, garnishment or attachment of such consequence as would impair the ability of the City to carry on its operation, or adjudication of the City as bankrupt, or assignment by the City for the benefit of creditors, or the entry by the City into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the City in any proceedings instituted under the provisions of federal bankruptcy law, or under any similar acts which may hereafter be enacted.

Section 8.2 Remedies on Default. Whenever any Event of Default has occurred and is continuing, the Trustee, as the assignee of the Authority, may pursue any available remedy at law or equity by suit, action, mandamus or other proceeding to enforce the payment of the TIF Revenues pursuant to Section 4.2 hereof, and to enforce and compel the performance of the duties and obligations of the City as herein set forth; provided, however, that such remedy may be satisfied solely from the TIF Revenues and from no other source.

If an Event of Default has occurred and is continuing, the Trustee may, and shall upon the written request of a majority in aggregate principal amount of the Bonds then Outstanding, by notice in writing delivered to the Authority, declare the principal of all Bonds then Outstanding and the interest accrued thereon immediately due and payable.

Any amount collected pursuant to action taken under this Section shall be paid to the Trustee and applied, first, to the payment of any reasonable costs, expenses and fees incurred by the Authority or the Trustee as a result of taking such action and, second, any balance shall be deposited into the Revenue Fund and applied in accordance with the Indenture.

Notwithstanding the foregoing, the Trustee shall not be obligated to take any step that in its opinion will or might cause it to expend time or money or otherwise incur liability, unless and until satisfactory indemnity has been furnished to the Trustee at no cost or expense to the Trustee.

If any covenant, condition or agreement contained in this Financing Agreement is breached or any Event of Default has occurred and such breach or Event of Default is thereafter waived by the Trustee, such waiver shall be limited to such particular breach or Event of Default.

Section 8.3 No Remedy Exclusive. No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other

remedy given under this Financing Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon an Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Trustee to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

Section 8.4 Authority and City to Give Notice of Default. The Authority and the City shall each promptly give to the Trustee written notice of any Event of Default of which the Authority or the City, as the case may be, shall have actual knowledge or written notice, but neither the Authority nor the City shall be liable for failing to give such notice.

Section 8.5 Remedial Rights Assigned to the Trustee. Upon the execution and delivery of the Indenture, the Authority will thereby have assigned to the Trustee all rights and remedies conferred upon or reserved to the Authority by this Financing Agreement. The Trustee shall have the exclusive right to exercise such rights and remedies conferred upon or reserved to the Authority by this Financing Agreement in the same manner and to the same extent, but under the limitations and conditions imposed thereby and hereby. The Trustee and the Owners shall be deemed third party creditor-beneficiaries of all representations, warranties, covenants and agreements contained herein.

ARTICLE IX PREPAYMENT AND ACCELERATION OF PAYMENTS

Section 9.1 Optional Prepayment. At the written direction of the City, the Authority shall cause the Bonds or any portion thereof to be redeemed pursuant to any optional redemption provisions of the Indenture; provided that the City shall provide funds sufficient to refund the Bonds in whole or in part at the times and at the prepayment prices sufficient to effectuate such redemption in accordance with the Indenture.

Section 9.2 Notice of Prepayment. To exercise an option granted by Section 9.1 hereof, the City shall give written notice to the Authority and the Trustee which shall specify therein the date upon which a prepayment of TIF Revenues will be made, which date shall be not less than 45 days from the date the notice is received by the Trustee. In the Indenture, the Authority has directed the Trustee to forthwith take all steps (other than the payment of the money required to redeem the Bonds) necessary under the applicable provisions of the Indenture to effect any redemption of the then Outstanding Bonds, in whole or in part, pursuant to the redemption provisions of the Indenture.

Section 9.3 Precedence of this Article. The rights, options and obligations of the City set forth in this Article may be exercised or shall be fulfilled, as the case may be, whether or not an Event of Default exists hereunder, provided that such Event of Default will not result in nonfulfillment of any condition to the exercise of any such right or option and provided further that no amounts payable pursuant to this Financing Agreement shall be prepaid in part during the continuance of an Event of Default described in Section 8.1(a) hereof.

ARTICLE X MISCELLANEOUS

Section 10.1 Authorized Representatives. Whenever under this Financing Agreement the approval of the Authority is required or the Authority is required or permitted to take some action, such approval shall be given or such action shall be taken by an Authorized Authority Representative, and the City and the Trustee shall be authorized to act on any such approval or action. Whenever under this Financing Agreement the approval of the City is required or the City is required or permitted to take some action, such approval shall be given or such action shall be taken by an Authorized City Representative, and the Authority and the Trustee shall be authorized to act on any such approval or action.

Section 10.2 Term of Financing Agreement. This Financing Agreement shall be effective from and after its execution and delivery and shall continue in full force and effect until the Bonds are deemed to be paid as provided by the Indenture and provision has been made for paying all other sums payable by the City to the Trustee, and the paying agents for the Bonds under this Financing Agreement and the Indenture to the date of the retirement of the Bonds. All agreements, covenants, representations and certifications by the City as to all matters affecting the tax-exempt status of the interest on the Bonds and the indemnifications provided by Section 6.1 shall survive the termination of this Financing Agreement.

Section 10.3 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage pre-paid, return receipt requested, or sent by telegram, telecopy or telex or other similar communication, or when given by telephone, confirmed by telephone on the same day, addressed as specified below, provided that notices to the Trustee shall be effective only upon receipt. A duplicate copy of each notice shall be given to all other parties provided for notice in the Indenture. The Authority and the City may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent to it.

To the Authority at:

The Industrial Development Authority of
the City of St. Louis, Missouri
1015 Locust Street, Suite 1200
St. Louis, MO 63101
Attention: Assistant Director
Telephone: (314) 259-3474

Facsimile: (314) 231-3400

With a copy to: Leslye Mitchell, Esq.
The Industrial Development Authority of
the City of St. Louis, Missouri
1015 Locust Street, Suite 1200
St. Louis, MO 63101
Telephone: (314) 259-3429
Facsimile: (314) 231-3400

With a copy to: Mark A. Boatman
Armstrong Teasdale LLP
One Metropolitan Square, Suite 2600
St. Louis, MO 63102-2740
Telephone: (314) 621-5070
Facsimile: (314) 621-5065

To the City at: City of St. Louis, Missouri
1200 Market Street, Room 212
St. Louis, MO 63103
Attention: Comptroller
Telephone: (314) 622-4389
Facsimile: (314) 622-4026

With a copy to: Thomas J. Ray, Esq.
The City of St. Louis, Missouri
1200 Market Street, Room 314
St. Louis, MO 63103
Telephone: (314) 622-4403
Facsimile: (314) 622-4956

Section 10.4 Performance Date Not a Business Day. If the last day for performance of any act or the exercising of any right, as provided in this Financing Agreement, is not a Business Day, such payment may be made or act performed or right exercised on the next succeeding Business Day.

Section 10.5 Binding Effect. This Financing Agreement shall inure to the benefit of and shall be binding upon the Authority, the City and their respective successors and assigns, subject to the provisions contained in Section 5.5.

Section 10.6 Amendments, Changes and Modifications. Except as otherwise provided in this Financing Agreement or in the Indenture, subsequent to the issuance of Bonds and prior to all of the Bonds being deemed to be paid in accordance with the Indenture and provision being made for the payment of all sums payable under the Indenture, this Financing Agreement may not be effectively amended, changed, modified, altered or terminated without the concurring written consent of the Trustee.

Section 10.7 Execution in Counterparts. This Financing Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10.8 No Pecuniary Liability. No provision, representation, covenant or agreement contained in this Financing Agreement or in the Indenture, the Bonds, or any obligation herein or therein imposed upon the Authority, or the breach thereof, shall constitute or give rise to or impose upon the Authority a pecuniary liability (except to the extent of any loan repayments, revenues and receipts derived by the Authority pursuant to this Financing Agreement). No provision hereof shall be construed to impose a charge against the general credit of the Authority or any personal or pecuniary liability upon any director, official or employee of the Authority.

Section 10.9 Extent of Covenants of the Authority and the City; No Personal or Pecuniary Liability. All covenants, obligations and agreements of the Authority and City contained in this Financing Agreement and all covenants, obligations and agreements of the Authority contained in the Indenture shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future member, officer, agent or employee of the Authority and City in other than his official capacity, and no official of the Authority executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof by reason of the covenants, obligations or agreement of the Authority and City contained in this Financing Agreement or in the Indenture. No provision, covenant or agreement contained in this Financing Agreement, the Indenture or the Bonds, or any obligation herein or therein imposed upon the Authority or the City, or the breach thereof, shall constitute or give rise to or impose upon the Authority or the City a pecuniary liability or a charge upon the general credit or taxing powers of the State or any political subdivision thereof.

Section 10.10 Severability. If any provision of this Financing Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into or taken thereunder, or any application of such provision, is for

any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Financing Agreement or any other covenant, stipulation, obligation, agreement, act or action, or part thereof, made, assumed, entered into, or taken, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Such illegality or invalidity of any application thereof shall not affect any legal and valid application thereof, and each such provision, covenant, stipulation, obligation, agreement, act or action, or part thereof, shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 10.11 Governing Law. This Financing Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

IN WITNESS WHEREOF, the Authority has caused this Financing Agreement to be executed in its name.

THE INDUSTRIAL DEVELOPMENT
AUTHORITY OF THE CITY OF ST. LOUIS
MISSOURI

(Seal)

ATTEST:

By: _____
Rodney Crim, Executive Director

By: _____
Assistant Secretary

IN WITNESS WHEREOF, the City has caused this Financing Agreement to be executed in its name.

CITY OF ST. LOUIS, MISSOURI

(SEAL)

By: _____
Francis G. Slay
Mayor

APPROVED AS TO FORM

By: _____
Thomas J. Ray
Deputy City Counselor

By: _____
Darlene Green
Comptroller

ATTEST:

Parrie L. May
Register

Approved: December 2, 2003

**ORDINANCE #66093
Board Bill No. 285**

An ordinance recommended by the Board of Public Service to vacate public surface rights for vehicle, equestrian and pedestrian travel in Euclid from Parkview Place (extending westwardly from Euclid) to Childrens Place (extending westwardly from Euclid) in the City of St. Louis, Missouri, as hereinafter described, in accordance with Charter authority, and in conformity with Section 14 of Article XXI of the Charter and imposing certain conditions on such vacation.

BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:

SECTION ONE: The public surface rights of vehicle, equestrian and pedestrian travel, between the rights-of-way of:

A tract of land being part of Euclid Avenue, variable width, in City Blocks 3887, 3890 and 4781-N of the City of St. Louis, Missouri; said being more particularly described as follows:

Beginning at the point of intersection of the northern line of Childrens Place, 60 feet wide (formerly Audubon Avenue) with the western line of Euclid Avenue, 60 feet wide; thence along the western line of Euclid Avenue, also being the eastern line of Block 3887 of the City of St. Louis, Missouri, north 09 degrees 02 minutes 50 seconds east 314.83 feet to a point on the southern line of Parkview Place, 60 feet wide; thence leaving last said western line across Euclid Avenue, south 50 degrees 32 minutes 59 seconds east 79.94 feet to a point on the eastern line of Euclid Avenue, variable width, also being a point on the western line of Block 3890 of the City of St. Louis; thence along last said eastern line south 08 degrees 56 minutes 26 seconds west 60.91 feet to a point on the northern line of former Parkview Place, 60 feet wide, vacated by Ordinance No. 65475 of the City of St. Louis; thence along the western line of vacated Parkview Place, south 17 degrees 43 minutes 33 seconds west 60.07 feet to the point of intersection of the southern line of Parkview Place with the eastern line of Euclid Avenue; thence along last said eastern line south 09 degrees 02 minutes 50 seconds west 154.08 feet; thence

leaving last said eastern line and across Euclid Avenue, North 80 degrees 57 minutes 10 seconds west 60.00 feet to the POINT OF BEGINNING and containing 18,675 square feet or 0.429 acres more or less.

are, upon the conditions hereinafter set out, vacated.

SECTION TWO: Barnes-Jewish Hospital, St. Louis College of Pharmacy and Washington University plan to use vacated area to create a pedestrian area with landscaping.

SECTION THREE: All rights of the public in the land bearing rights-of-way traversed by the foregoing conditionally vacated streets, are reserved to the City of St. Louis for the public including present and future uses of utilities, governmental service entities and franchise holders, except such rights as are specifically abandoned or released herein.

SECTION FOUR: The owners of the land may, at their election and expense remove the surface pavement of said so vacated streets provided however, all utilities within the rights-of-way shall not be disturbed or impaired and such work shall be accomplished upon proper City permits.

SECTION FIVE: The City, utilities, governmental service entities and franchise holders shall have the right and access to go upon the land and occupation hereof within the rights-of-way for purposes associated with the maintenance, construction or planning of existing or future facilities, being careful not to disrupt or disturb the owners interests more than is reasonably required.

SECTION SIX: The owners shall not place any improvement upon, over or in the land traversed by the rights-of-way without a lawful permit from the City and written consent of the utilities, governmental service entities and franchise holders, present or future; and such consent together with the terms and conditions thereof shall be filed in writing with the Board of Public Service and approved by such Board prior to the undertaking of any such construction concerning the rights-of-way.

SECTION SEVEN: The owners may secure the removal of all or any part of the facilities of a utility, governmental service entity or franchise holder by agreement in writing with such utilities, governmental entity or franchise holder, filed with the Board of Public Service prior to the undertaking of such removal.

SECTION EIGHT: In the event that granite curbing or cobblestones are removed within the vacated area, the Department of Streets of the City of St. Louis must be notified and it in turn will remove said curbing or cobblestones at the current removal price.

SECTION NINE: This ordinance shall be ineffective unless within sixty (60) days after its approval, or such longer time as is fixed by the Board of Public Service not to exceed one hundred twenty (120) days from approval or override, the owners of the land subservient to the rights-of-way concerned shall deposit a sum with the Comptroller of the City of St. Louis for the use and benefit of the City Water Division estimated by said Division to be sufficient to cover the full expense of removal and relocation of Water facilities, if any; further, such owner or owners shall within said time deposit an additional sum of money with the Comptroller of the City of St. Louis for the use and benefit of the City Traffic and Transportation Division estimated by said Division to be sufficient to cover the full expense of removal of all lighting facilities, if any; upon such deposit being made to the benefit of the Water Division and the Traffic and Transportation Division, they shall proceed as is reasonably expedient to accomplish all work required and all useful access and occupation shall be accorded, further, such owner or owners shall within said time, deposit an additional sum with the Comptroller of the City of St. Louis estimated by the said Board as sufficient to defray the expenses required for the adjustment of the City's streets including curbs, sidewalks, driveways, roadway drainage connections and inlets, grading, paving sidewalks and roadways and road signage; provided further that said owners shall, under direction of the Director of Streets of the City of St. Louis, accomplish the aforesaid adjustments, at their own expense, but in the event said owners fail to accomplish such within allowable time, according to the direction of the Director, the Director shall cause the same to be performed and upon his certification of expenses, the Comptroller shall appropriate said deposit, or so much thereof as required to defray such expenses to the City or others; no claims or demands whatever arising out of such vacation or adjustment shall be made or prosecuted by owners, their heirs, successors or assigns; and the Comptroller after determining the total cost of the foregoing to the City shall return any unexpended part of said deposits to the owner or owners.

SECTION TEN: An affidavit stating that all of the conditions of this ordinance have been/will be fulfilled and/or complied with must be submitted to the Board of Public Service for acceptance one hundred twenty (120) days from the date of the signing and approval of this ordinance. If this affidavit is not submitted within the prescribed time the ordinance will be null and void.

Approved: December 8, 2003

**ORDINANCE #66094
Board Bill No. 253
Committee Substitute**

An ordinance recommended by the Civil Service Commission pertaining to city employees; amending Section Two of Ordinance 64954 by adding a new subsection authorizing the Director of Personnel to establish cash awards or other incentive programs for employees who are fluent in a foreign language and who use this skill in the performance of the duties of their position.

BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:

SECTION ONE. Upon the recommendation of the Civil Service Commission, Section Two of Ordinance 64954 is hereby

amended by adding the following new subsection:

The Director of Personnel, upon the request of the appropriate appointing authority, may establish a program of cash awards or other incentives, not to exceed ten percent (10%) of annual salary, for the purpose of providing additional compensation for employees who are fluent in a foreign language and who use this skill in the necessary and regular recurring performance of the duties of their position.

Approved: December 8, 2003

**ORDINANCE #66095
Board Bill No. 289**

An ordinance prohibiting the issuance of any package or drink liquor licenses for any currently non-licensed premises within the boundaries of the Eighteenth Ward Liquor Control District, as established herein, for a period of three years from the effective date hereof; containing an exception allowing, during the moratorium period, for the transfer of existing licenses, under certain circumstances, and the issuance of a drink license to persons operating a restaurant at a previously non-licensed premises; and containing an emergency clause.

BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS :

SECTION ONE. LEGISLATIVE FINDINGS.

The existence of alcoholic beverage establishments appears to contribute directly to numerous peace, health, safety and general welfare problems including loitering, littering, drug trafficking, prostitution, public drunkenness, defacement and damaging of structures, pedestrian obstructions, as well as traffic circulation, parking and noise problems on public streets and neighborhood lots. The existence of such problems creates serious impacts on the health, safety and welfare of residents of single- and multiple-family within the district, including fear for the safety of children, elderly residents and of visitors to the district. The problems also contribute to the deterioration of the neighborhood and concomitant devaluation of property and destruction of community values and quality of life. The number of establishments selling alcoholic beverages and the associated problems discourage more desirable and needed commercial uses in the area. In order to preserve the residential character and the neighborhood-serving commercial uses of the area, there shall be a moratorium on the issuance of new liquor licenses within the area beginning at the intersection of the centerlines of Vandeventer Ave. and Lindell Blvd., and proceeding along the centerlines in a generally clockwise direction west to Newstead Ave., north to McPherson Ave., east to N. Boyle Ave., north to Olive St., northwest to Washington Pl., west to Kingshighway Blvd., north to Delmar Blvd., west to Union Blvd., north to Cates Ave., east to Clarendon Ave., north to Raymond Ave., east to Academy Ave., north to Page Blvd., west to Academy Ave., north to Dr. Martin Luther King Drive, west to Academy Ave., north to Cote Brillante Ave., west to Union Blvd., north to Northland Ave., east to N. Euclid Ave., south to Cote Brillante Ave., east to Marcus Ave., south to Evans Ave., east to Newstead Ave., south to Finney Ave., east to Vandeventer Ave., south to the point of beginning. Such area shall be known as the Eighteenth Ward Liquor Control Area.

SECTION TWO. The Excise Commissioner is hereby prohibited, for a period of three years, beginning as of the effective date of this Ordinance, from approving the issuance of a package or drink liquor license for any premises, not licensed as of the effective date hereof, which is located within the boundaries of the Eighteenth Ward Liquor Control District established in Section One of this ordinance.

SECTION THREE. Notwithstanding the provisions of Section Two of this Ordinance, the Excise Commissioner shall have authority to:

(1) Approve transfer of an existing license to another premises within the petition circle of the currently licensed premises, pursuant to the provisions of subsection (B) of section 14.06.330 of Ordinance 61289; and

(2) Issue a drink license for a premises, not licensed as of the effective date of this Ordinance, which currently is or will be, upon opening, operated as a restaurant, as such term is defined in section 14.01.390 of Ordinance 61289.

SECTION FOUR. EMERGENCY CLAUSE

This being an ordinance for the preservation of public peace, health and safety, it is hereby declared to be an emergency measure within the meaning of Sections 19 and 20 of Article IV of the Charter of the City of St. Louis and therefore this ordinance shall become effective immediately upon its passage and approval by the Mayor.

Approved: December 12, 2003

**ORDINANCE #66096
Board Bill No. 314**

An ordinance authorizing and directing the Mayor and Comptroller of the City of St. Louis to execute, upon receipt of and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, a Quit Claim Deed to remise, release and forever quit-claim unto the Land Reutilization Authority of the City of St. Louis (LRA) certain City-owned property located in City Blocks 1112 and 1113, which property is known as 1407 and 1461 North Market Street, and containing an emergency clause.

BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:

SECTION ONE. The Mayor and Comptroller are hereby authorized and directed to execute, upon receipt of and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, a Quit Claim Deed, attached hereto as Exhibit A, to remise, release and forever quit-claim unto the Land Reutilization Authority of the City of St. Louis (LRA), certain City-owned property located in City Blocks 1112 and 1113, which property is known as 1407 and 1461 North Market Street, and which is more fully described in said Exhibit A.

SECTION TWO. Emergency Clause. This ordinance, being necessary for the immediate preservation of public peace, health, safety, and general welfare, shall be and is hereby declared to be an emergency measure within the meaning of Sections 19 and 20 of Article IV of the Charter of the City of St. Louis and, as such, this ordinance shall take effect immediately upon its passage and approval by the Mayor.

EXHIBIT A**QUIT CLAIM DEED**

THIS DEED, made and entered into this ____ day of _____, 2003, by and between the City of Saint Louis, a municipal corporation of the State of Missouri, 1200 Market Street, St. Louis, Missouri 63103, (Grantor), and the Land Reutilization Authority of the City of St. Louis (LRA), whose address is 1015 Locust Street, Suite 1200, St. Louis, Missouri 63101, (Grantee).

WITNESSETH, that the said Grantor, for and in consideration of the sum of One Dollar (\$1.00) to it paid by the said Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, does by these presents Remise, Release, and Quit-Claim unto the said Grantee, the following described Real Estate, situated in the City of Saint Louis and State of Missouri, to-wit:

- Parcel 1. Lot 3 in Block 4 of Mary F. Glasgow's Subdivision and in Block 1113 of the City of St. Louis, fronting 25 feet on the North line of North Market Street, by a depth Northwardly of 112 feet 6 inches to an alley, known as and numbered 1407 North Market Street. Parcel ID 1113-00-01300
- Parcel 2. A parcel of land in City Block 1112, comprising parts each of lots 1 to 5, both inclusive, of W.T.F. Wright's Subdivision, having a front of 20 feet on the North line of North Market Street (100 feet wide), by a depth, between parallel lines, along the east line of Fifteenth Street (60 feet wide) of 105 feet to a 15-foot private alley; bounded on the East by the property now or formerly of Jennie B. Smythe, known as and numbered 1461 North Market Street. Parcel ID 1112-00-01700

Subject to restrictions, covenants, and easements of record.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said Grantee, and to its heirs and assigns, so that neither the said Grantor, nor its heirs, nor any other person or persons for it or in its name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises, or any part thereof, but they and every one of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the said Grantor and Grantee have executed these presents the day and year first above written.

THE CITY OF SAINT LOUIS

BY: _____
Francis G. Slay, Mayor

BY: _____
Darlene Green, Comptroller

Approved as to form:

City Counselor

Attest:

City Register

State of Missouri)
) ss.
City of St. Louis)

Land Reutilization Authority of the
City of St. Louis (LRA)

By: _____
Bridget G. Calcaterra
Deputy Director of Real Estate

Attest:

On this ____ day of _____, 2003, before me appeared Francis G. Slay and Darlene Green to me personally known, who being by me duly sworn did say that they are the Mayor and the Comptroller of the City of Saint Louis, respectively, and that they are authorized to execute this Quit-Claim Deed on behalf of the City of Saint Louis under the authority of Ordinance _____ and acknowledge said instrument to be the free act and deed of the City of Saint Louis.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

Notary Public

State of Missouri)
) ss.
City of St. Louis)

On this ____ day of _____, 2003, before me appeared Bridget G. Calcaterra to me personally known, who being by me duly sworn did say that she is Deputy Director of Real Estate and that she is authorized to execute this Quit-Claim Deed on behalf of said corporation under the authority of its Board of Commissioners, and acknowledges that she executed said instrument as her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

Notary Public

Approved: December 12, 2003

**ORDINANCE #66097
Board Bill No. 315**

An ordinance prohibiting the issuance of any package or drink liquor licenses for any currently non-licensed premises within the boundaries of the Second Ward Liquor Control District, as established herein, for a period of three years from the effective date hereof; containing an exception allowing, during the moratorium period, for the transfer of existing licenses, under certain circumstances, and the issuance of a drink license to persons operating a restaurant at a previously non-licensed premises; and containing an emergency clause.

BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS :

SECTION ONE. LEGISLATIVE FINDINGS.

The existence of alcoholic beverage establishments appears to contribute directly to numerous peace, health, safety and general welfare problems including loitering, littering, drug trafficking, prostitution, public drunkenness, defacement and damaging of structures, pedestrian obstructions, as well as traffic circulation, parking and noise problems on public streets and neighborhood lots. The existence of such problems creates serious impacts on the health, safety and welfare of residents of single- and multiple-family within the district, including fear for the safety of children, elderly residents and of visitors to the district. The problems also contribute to the deterioration of the neighborhood and concomitant devaluation of property and destruction of community values and quality of life. The number of establishments selling alcoholic beverages and the associated problems discourage more desirable and needed commercial uses in the area. In order to preserve the residential character and the neighborhood-serving commercial uses of the area, there shall be a moratorium on the issuance of new liquor licenses with the area beginning at the intersection of the Mississippi River and the centerline of Branch St., and proceeding along the centerlines in a generally clockwise direction west to the intersection of Interstate 70, north along Interstate 70 to E. Grand Ave., west to Blair Ave., north to Linton Ave., west to Conde St., north to Adelaide Ave., east to the intersection with Interstate 70, generally west along Interstate 70 to West Florissant Ave., north to Calvary Ave., northeast to N. Calvary Ave., north to N. Broadway, north to Switzer Ave., northeast to Oriole Ave., north to McLaran Ave., west to Riverview Blvd., south to the Norfolk & Western Railway tracks, west to Trafford Ln., north to McLaran Ave., east to Park Ln., north to the City limits to the northern edge of the city limits, east along the city limits at Watkins Creek to the Mississippi River, and southeast along the Mississippi River to the point of beginning. Such area shall be known as the Second Ward Liquor Control Area.

SECTION TWO. The Excise Commissioner is hereby prohibited, for a period of three years, beginning as of the effective date of this Ordinance, from approving the issuance of a package or drink liquor license for any premises, not licensed as of the effective date hereof, which is located within the boundaries of the Second Ward Liquor Control District established in Section One of this ordinance.

SECTION THREE. Notwithstanding the provisions of Section Two of this Ordinance, the Excise Commissioner shall have authority to:

- (1) Approve transfer of an existing license to another premises within the petition circle of the currently licensed premises,

pursuant to the provisions of subsection (B) of section 14.06.330 of Ordinance 61289; and

(2) Issue a drink license for a premises, not licensed as of the effective date of this Ordinance, which currently is or will be, upon opening, operated as a restaurant, as such term is defined in section 14.01.390 of Ordinance 61289.

SECTION FOUR. EMERGENCY CLAUSE

This being an ordinance for the preservation of public peace, health and safety, it is hereby declared to be an emergency measure within the meaning of Sections 19 and 20 of Article IV of the Charter of the City of St. Louis and therefore this ordinance shall become effective immediately upon its passage and approval by the Mayor.

Approved: December 12, 2003

ORDINANCE #66098 Board Bill No. 69 Committee Substitute

An ordinance establishing the Fox Park Historic District; having as its subject matter the boundary and regulations and standards for the Fox Park Historic District and containing a severability clause.

BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS :

SECTION ONE. Pursuant to and in accordance with Chapter 24 of the Revised Code of the City of St. Louis, the area set out below is hereby designated as a Historic District to be known as the Fox Park Historic District and shall consist of the area described as follows:

Beginning at the point of intersection of the north line of the public alley in City Block 2081 with the west line of Nebraska Avenue; the eastwardly along the north line of the alley in City Block 2082 to the point of intersection along its projection to the east line of California Avenue; then southwardly along the east line of California Avenue to the point of intersection with the north line of Victor Street at City Block 2091; then eastwardly along the north line of Victor Street across all the intersection with the west line of Jefferson Avenue at City Block 2088; then northwardly along the west line of Jefferson Avenue across all intersecting streets and alleys to the point of intersection with the center property line of Interstate 44; thence westwardly along the property line of Interstate 44 to the point of intersection with the west line of Nebraska Avenue; thence southwardly along said west line of Nebraska Avenue to a point of beginning.

SECTION TWO. The standards to be applied within the Fox Park Historic District, including but not limited to facades, setbacks, height, scale, materials, color and texture, for all structures and the design details of all fences, streets and drives, street furniture, signs and landscape materials, are set out in the "Development Plan for the Fox Park Historic District," approved by the Preservation Board Office, the Board of Public Service and the Planning and Urban Design Commission and recorded in the Office of the Recorder of Deeds, a copy of which is attached hereto and marked as Exhibit A, are hereby adopted and incorporated herein by reference. Copies of said standards shall also be filed for inspection in the Office of the Register and in the Office of the Building Commissioner.

SECTION THREE. SEVERABILITY CLAUSE

If any provision, sentence, clause, section, part, or application of the ordinance and the regulations and standards contained herein is for any reason held to be unconstitutional, illegal, or invalid, such unconstitutionality, illegality, or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections, parts, or applications of this ordinance, regulations and standards.

Fox Park Historic District Construction and Restoration Standards
is on file in the Register's Office.

Approved: December 12, 2003

ORDINANCE #66099 Board Bill No. 247

An ordinance approving a redevelopment plan for the 4054 Nebraska Ave. Area ("Area") after finding that the Area is blighted as defined in Section 99.320 of the Revised Statutes of Missouri, 2000, as amended, (the "Statute" being Sections 99.300 to 99.715 inclusive), containing a description of the boundaries of said Area in the City of St. Louis ("City"), attached hereto and incorporated herein as Exhibit "A", finding that redevelopment and rehabilitation of the Area is in the interest of the public health, safety, morals and general welfare of the people of the City; approving the Blighting Study and Plan dated August 26, 2003 for the Area ("Plan"), incorporated herein by attached Exhibit "B", pursuant to Section 99.430; finding that there is a feasible financial plan for the redevelopment of the Area which affords maximum opportunity for redevelopment of the Area by private enterprise; finding that no property in the Area may be acquired by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") through the exercise of eminent domain or otherwise; finding that the property within the Area is unoccupied, but if should become

occupied the Redeveloper shall be responsible for relocating any eligible occupants displaced as a result of implementation of the Plan; finding that financial aid may be necessary to enable the Area to be redeveloped in accordance with the Plan; finding that there shall be available ten (10) year real estate tax abatement; and pledging cooperation of the St. Louis Board of Aldermen ("Board") and requesting various officials, departments, boards and agencies of the City to cooperate and to exercise their respective powers in a manner consistent with the Plan.

WHEREAS, by reason of predominance of defective or inadequate street layout, insanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete platting, there exist conditions which endanger life or property by fire or other causes and constitute an economic or social liability or a menace to the public health, safety, morals or welfare in the present condition and use of the Area, said Area being more fully described in Exhibit "A"; and

WHEREAS, such conditions are beyond remedy and control solely by regulatory process in the exercise of the police power and cannot be dealt with effectively by ordinary private enterprise without the aids provided in the Statute; and

WHEREAS, there is a need for the LCRA, a public body corporate and politic created under Missouri law, to undertake the redevelopment of the above described Area as a land clearance project under said Statute, pursuant to plans by or presented to the LCRA under Section 99.430.1 (4); and

WHEREAS, the LCRA has recommended such a plan to the Planning Commission of the City of St. Louis ("Planning Commission") and to this Board, titled "Blighting Study and Plan for 4054 Nebraska Ave. Redevelopment Area," dated August 26, 2003; consisting of a Title Page, a Table of Contents Page, and thirteen (13) numbered pages, attached hereto and incorporated herein as Exhibit "B" ("Plan"); and

WHEREAS, under the provisions of the Statute, and of the federal financial assistance statutes, it is required that this Board take such actions as may be required to approve the Plan; and

WHEREAS, it is desirable and in the public interest that a public body, the LCRA, undertake and administer the Plan in the Area; and

WHEREAS, the LCRA and the Planning Commission have made and presented to this Board the studies and statements required to be made and submitted by Section 99.430 and this Board has been fully apprised by the LCRA and the Planning Commission of the facts and is fully aware of the conditions in the Area; and

WHEREAS, the Plan has been presented and recommended by LCRA and the Planning Commission to this Board for review and approval; and

WHEREAS, a general plan has been prepared and is recognized and used as a guide for the general development of the City and the Planning Commission has advised this Board that the Plan conforms to said general plan; and

WHEREAS, this Board has duly considered the reports, recommendations and certifications of the LCRA and the Planning Commission; and

WHEREAS, the Plan does prescribe land use and street and traffic patterns which may require, among other things, the vacation of public rights-of-way, the establishment of new street and sidewalk patterns or other public actions; and

WHEREAS, this Board is cognizant of the conditions which are imposed on the undertaking and carrying out of a redevelopment project, including those relating to prohibitions against discrimination because of race, color, creed, national origin, sex, marital status, age, sexual orientation or physical handicap; and

WHEREAS, in accordance with the requirements of Section 99.430 of the Statute, this Board advertised that a public hearing would be held by this Board on the Plan, and said hearing was held at the time and place designated in said advertising and all those who were interested in being heard were given a reasonable opportunity to express their views; and

WHEREAS, it is necessary that this Board take appropriate official action respecting the approval of the Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:

SECTION ONE. There exists within the City of St. Louis ("City") a blighted area, as defined by Section 99.320 of the Revised Statutes of Missouri, 2000, as amended, (the "Statute" being Sections 99.300 to 99.715 inclusive, as amended) described in Exhibit "A", attached hereto and incorporated herein, known as the 4054 Nebraska Ave. Area ("Area").

SECTION TWO. The redevelopment of the above described Area as a single-family, homeowner occupied residential property with plumbing, electrical and HVAC systems inspected and approved by the City and sold initially for a minimum of \$100,000, as provided by the Statute, is necessary and in the public interest, and is in the interest of the public health, safety, morals and general welfare of the people of the City.

SECTION THREE. The Area qualifies as a redevelopment area in need of redevelopment under the provision of the Statute, and the Area is blighted as defined in Section 99.320 of the Statute.

SECTION FOUR. The Blighting Study and Plan for the Area, dated August 26, 2003 ("Plan") having been duly reviewed and considered, is hereby approved and incorporated herein by reference, and the President or Clerk of this St. Louis Board of Aldermen ("Board") is hereby directed to file a copy of said Plan with the Minutes of this meeting.

SECTION FIVE. The Plan for the Area is feasible and conforms to the general plan for the City.

SECTION SIX. The financial aid provided and to be provided for financial assistance pertaining to the Area is necessary to enable the redevelopment activities to be undertaken in accordance with the Plan for the Area, and the proposed financing plan for the Area is feasible.

SECTION SEVEN. The Plan for the Area will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the redevelopment of the Area by private enterprise, and private developments to be sought pursuant to the requirements of the Statute, as a single-family, homeowner occupied, residential property with plumbing, electrical and HVAC systems inspected and approved by the City.

SECTION EIGHT. The Plan for the Area provides that the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") may not acquire any property in the Area by the exercise of eminent domain.

SECTION NINE. The property within the Area is currently unoccupied. If it should become occupied, all eligible occupants displaced by the Redeveloper ("Redeveloper" being defined in Section Twelve, below) shall be given relocation assistance by the Redeveloper at its expense, in accordance with all applicable federal, state and local laws, ordinances, regulations and policies.

SECTION TEN. The Plan for the Area gives due consideration to the provision of adequate public facilities.

SECTION ELEVEN. In order to implement and facilitate the effectuation of the Plan hereby approved it is found and determined that certain official actions must be taken by this Board and accordingly this Board hereby:

- (a) Pledges its cooperation in helping to carry out the Plan;
- (b) Requests the various officials, departments, boards and agencies of the City, which have administrative responsibilities, likewise to cooperate to such end and to execute their respective functions and powers in a manner consistent with the Plan; and
- (c) Stands ready to consider and take appropriate action upon proposals and measures designed to effectuate the Plan.

SECTION TWELVE. All parties participating as owners or purchasers of property in the Area for redevelopment ("Redeveloper") shall agree for themselves and their heirs, successors and assigns that they shall not discriminate on the basis of race, color, creed, national origin, sex, marital status, age, sexual orientation or physical handicap in the sale, lease, or rental of any property or improvements erected or to be erected in the Area or any part thereof and those covenants shall run with the land, shall remain in effect without limitation of time, shall be made part of every contract for sale, lease, or rental of property to which Redeveloper is a party, and shall be enforceable by the LCRA, the City and the United States of America.

SECTION THIRTEEN. In all contracts with private and public parties for redevelopment of any portion of the Area, all Redevelopers shall agree:

- (a) To use the property in accordance with the provisions of the Plan, and be bound by the conditions and procedures set forth therein and in this Ordinance;
- (b) That in undertaking construction under the agreement with the LCRA and the Plan, bona fide Minority Business Enterprises ("MBE's") and Women's Business Enterprises ("WBE's") will be solicited and fairly considered for contracts, subcontracts and purchase orders;
- (c) To be bound by the conditions and procedures regarding the utilization of MBE's and WBE's established by the City;
- (d) To adhere to the requirements of the Executive Order of the Mayor of the City, dated July 24, 1997.
- (e) To comply with the requirements of Ordinance No. 60275 of the City;
- (f) To cooperate with those programs and methods supplied by the City with the purpose of accomplishing, pursuant to this paragraph, minority and women contractors, subcontractors and material supplier participation in the construction pursuant to the Plan. The Redeveloper will report semi-annually during the construction period the results of its endeavors under this paragraph, to the Contracts Administration Manager of the City and the President of this Board; and
- (g) That the language of this Section Thirteen shall be included in its general construction contract and other construction contracts let directly by Redeveloper.

The term MBE shall mean a sole proprietorship, partnership, corporation, profit or non-profit organization owned, operated

and controlled by minority group members who have at least fifty-one percent (51%) ownership. The minority group member(s) must have operational and management control, interest in capital and earnings commensurate with their percentage of ownership. The term Minority Group Member(s) shall mean persons legally residing in the United States who are Black, Hispanic, Native American (American Indian, Eskimo, Aleut or Native Hawaiian), Asian Pacific American (persons with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, U.S. Trust Territory of the Pacific Islands, Laos, Cambodia or Taiwan) or Asian Indian American (persons with origins from India, Pakistan or Bangladesh). The term WBE shall mean a sole proprietorship, partnership, corporation, profit or non-profit organization owned, operated and controlled by a woman or women who have at least fifty-one percent (51%) ownership. The woman or women must have operational and managerial control, interest in capital and earnings commensurate with their percentage of ownership.

The term "Redeveloper" as used in this Section shall include its successors in interest and assigns.

SECTION FOURTEEN. The Redeveloper may seek ten (10) year real estate tax abatement pursuant to Sections 99.700 - 99.715, Revised Statutes of Missouri, 2000, as amended, upon application as provided therein. Such real estate tax abatement shall not include taxes collected for any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other similar local taxing district created in accordance with Missouri law, whether now existing or later created.

In lieu of the ten (10) year abatement outlined above, a Redeveloper which is an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes shall hereby be entitled to real property ad valorem tax abatement which shall not include taxes collected for any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other single local taxing district created in accordance with Missouri law, whether now existing or later created, for a total period of up to ten (10) years from the commencement of such tax abatement, in accordance with the following provisions:

If property in the Area is sold by the LCRA to an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes, or if any such corporation shall own property within the Area, then for the first ten (10) years after the date the redevelopment corporation shall acquire title to such property, taxes on such property shall be based upon the assessment of land, exclusive of any improvements thereon, during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. In addition to such taxes, any such corporation shall for the same ten (10) year period make a payment in lieu of taxes to the Collector of Revenue of the City of St. Louis in an amount based upon the assessment on the improvements located on the property during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. If property shall be tax-exempt because it is owned by the LCRA and leased to any such corporation, then such corporation for the first ten (10) years of such lease shall make payments in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the property, including land and improvements, during the calendar year preceding the calendar year during which such corporation shall lease such property.

All payments in lieu of taxes shall be a lien upon the property and, when paid to the Collector of Revenue of the City shall be distributed as all other property taxes. These partial tax relief and payment in lieu of taxes provisions, during up to said ten (10) year period, shall inure to the benefit of all successors in interest in the property of the redevelopment corporation, so long as such successors shall continue to use such property as provided in this Plan and in any contract with the LCRA. In no event shall such benefits extend beyond ten (10) years after the redevelopment corporation shall have acquired title to the property.

SECTION FIFTEEN. Any proposed modification which will substantially change the Plan must be approved by this Board in the same manner as the Plan was first approved. Modifications which will substantially change the Plan include, but are not necessarily limited to, modifications on the use of eminent domain, to the length of tax abatement, to the intended use of the property, to the boundaries of the Area, or to other items which alter the nature or intent of the Plan.

The Plan may be otherwise modified (e.g. urban design regulations, development schedule) by the LCRA, provided that such revisions shall be effective only upon the consent of the Planning Commission of the City. Changes which are not substantial are those that do not go to the crux of the Plan.

SECTION SIXTEEN. The sections of this Ordinance shall be severable. In the event that any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections of this Ordinance are valid, unless the court finds the valid sections of the Ordinance are so essential and inseparably connected with and dependent upon the void section that it cannot be presumed that this Board would have enacted the valid sections without the void ones, or unless the court finds that the valid sections standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

EXHIBIT "A"

**THE 4054 NEBRASKA AVE. AREA
LEGAL DESCRIPTION**

C. B. 2601 Nebraska Ave.
27 FT 6 IN X 124 ft. 9 IN
St. Louis Commons ADDN
LOT S-27 & N-28
(260100020)

EXHIBIT "B"
Form: 08/05/03

BLIGHTING STUDY AND PLAN
 FOR THE
4054 NEBRASKA AVE. AREA
 PROJECT # 9587
 LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY
 OF THE CITY OF ST. LOUIS
 August 26, 2003

MAYOR
 FRANCIS G. SLAY

**BLIGHTING STUDY AND PLAN FOR
 THE 4054 NEBRASKA AVE. AREA**

PAGE

A.	EXISTING CONDITIONS AND FINDING OF BLIGHT	1
1.	DELINEATION OF BOUNDARIES	1
2.	GENERAL CONDITION OF THE AREA	1
3.	PRESENT LAND USE OF THE AREA	1
4.	PRESENT LAND USE AND DENSITY OF SURROUNDING PROPERTIES	2
5.	CURRENT ZONING	2
6.	FINDING OF BLIGHT	2
B.	PROPOSED DEVELOPMENT AND REGULATIONS	2
1.	DEVELOPMENT OBJECTIVES	2
2.	PROPOSED LAND USE OF THE AREA	2
3.	PROPOSED ZONING	3
4.	RELATIONSHIP TO LOCAL OBJECTIVES	3
5.	PROPOSED EMPLOYMENT FOR THIS AREA	3
6.	CIRCULATION	3
7.	BUILDING AND SITE REGULATIONS	3
8.	URBAN DESIGN	4
9.	PARKING REGULATIONS	5
10.	SIGN REGULATIONS	5
11.	BUILDING, CONDITIONAL USE AND SIGN PERMITS	5
12.	PUBLIC IMPROVEMENTS	5
C.	PROPOSED SCHEDULE OF DEVELOPMENT	6
D.	EXECUTION OF PROJECT	6
1.	ADMINISTRATION AND FINANCING	6
2.	PROPERTY ACQUISITION	6
3.	PROPERTY DISPOSITION	6
4.	RELOCATION ASSISTANCE	7
E.	COOPERATION OF THE CITY	7
F.	TAX ABATEMENT	7
G.	COMPLIANCE WITH AFFIRMATIVE ACTION AND NONDISCRIMINATION LAWS AND REGULATIONS	7
1.	LAND USE	7
2.	CONSTRUCTION AND OPERATIONS	7
3.	LAWS AND REGULATIONS	8
4.	ENFORCEMENT	8
H.	MODIFICATIONS OF THIS PLAN	8
I.	DURATION OF REGULATION AND CONTROLS	8

J.	EXHIBITS	9
K.	SEVERABILITY	9

EXHIBITS

"A"	LEGAL DESCRIPTION
"B"	PROJECT AREA PLAN
"C"	PROPOSED LAND USE
"D"	ACQUISITION MAP
"E"	EQUAL OPPORTUNITY AND NON-DISCRIMINATION GUIDELINES

A. EXISTING CONDITIONS AND FINDINGS OF BLIGHT

1. DELINEATION OF BOUNDARIES

The 4054 Nebraska Ave. Area ("Area") encompasses approximately 0.08 acres in the Dutchtown Neighborhood of the City of St. Louis ("City") and is located in a block bounded by Nebraska Ave., Osage St., Oregon Ave. and Gasconade St.

The legal description of the Area is attached and labeled Exhibit "A". The boundaries of the Area are delineated on Exhibit "B" ("Project Area Plan").

2. GENERAL CONDITION OF THE AREA

The Area comprises one parcel of City Block 2601. The Area is in fair condition. The physical conditions within the Area are shown on Exhibit "B" (Project Area Plan). For the purpose of this Plan, "Fair Condition" means (1) property that is generally structurally sound but suffers from inadequate maintenance and upkeep, or (2) vacant unimproved property that is under-utilized. "Poor Condition" means (1) buildings that are structurally unsound and/or substantially deteriorated, requiring major improvements such as new roofs, windows, systems, etc., in order to be used productively, or (2) property without buildings which is poorly maintained, has crumbling pavement, and/or is used for open storage.

Unemployment figures, computed by the Missouri State Employment Service, indicate a 8.5% unemployment rate for the City as of April, 2003. It is estimated that this rate is prevalent for residents of the neighborhoods surrounding the Area.

There are currently no jobs within the Area.

3. PRESENT LAND USE OF THE AREA

Existing land uses within the Area include one two-family residence.

The land use, including the location of public and private uses, streets and other rights-of-way is shown on Exhibit "B".

4. PRESENT LAND USE AND DENSITY OF SURROUNDING PROPERTIES

The properties surrounding the Area are primarily used for residential uses.

Residential density for the surrounding neighborhoods is approximately 17.72 persons per acre.

5. CURRENT ZONING

The Area is zoned "B" Two-Family Dwelling District pursuant to the Zoning Code of the City, which is incorporated in this Plan by reference.

6. FINDING OF BLIGHT

The property within the Area is unoccupied and in fair condition (as defined in Section A(2) above). The existence of deteriorated property constitutes both an economic liability to the City of St. Louis and presents a hazard to the health and well-being of its citizens. These conditions, therefore, qualify the Area as blighted within the meaning of Section 99.300 *et seq.* of the Revised Statutes of Missouri (the Land Clearance for Redevelopment Authority Law).

B. PROPOSED DEVELOPMENT AND REGULATIONS

1. DEVELOPMENT OBJECTIVES

The primary objective of this Plan is to facilitate the redevelopment of this deteriorated/neglected building for a single-family, homeowner occupied residential use with plumbing, electrical and HVAC systems inspected and approved by the City and initially sold for minimum of \$100,000.

2. PROPOSED LAND USE OF THE AREA

The proposed land uses for the Area are residential uses permitted in Areas designated "A" Single-Family Dwelling District by the City of St. Louis Zoning Code. Redevelopers authorized by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") to develop property in the Area (hereafter referred to as "Redeveloper") shall be permitted to use said property only for a single-family, homeowner occupied, residential use with plumbing, electrical and HVAC systems inspected and approved by the City and initially sold for a minimum of \$100,000.

Exhibit "C" (Proposed Land Use) shows the proposed uses for the Area.

3. PROPOSED ZONING

The zoning for the Area can remain "B" Two-Family Dwelling District. All land coverage and building intensities shall be governed thereby.

4. RELATIONSHIP TO LOCAL OBJECTIVES

The proposed land uses, zoning, public facilities and utility plans are appropriate and consistent with local objectives as defined by the General Plan of the City of St. Louis which includes the "Comprehensive City Plan" (1947), the "St. Louis Development Program" (1973), and the "Economic Development Strategy" (1978). Any specific proposal to the LCRA for development of the Area or any portion of the Area shall contain, among other things, adequate provisions for traffic, vehicular parking, safety from fire, adequate provisions for light and air, sound design and arrangement and improved employment opportunities.

5. PROPOSED EMPLOYMENT FOR THIS AREA

No new jobs will be created in this Area because the proposed development is residential.

6. CIRCULATION

The Proposed Land Use Plan (Exhibit "C") indicates the proposed circulation system for the Area. The layouts, levels and grades of all public rights-of-way may remain unchanged.

Rights-of-way changes will be subject to the review and approval of the City Department of Streets, and all vacations of rights-of-way are subject to approval by ordinance.

7. BUILDING AND SITE REGULATIONS

The Area shall be subject to all applicable federal, state and local laws, ordinances, regulations and codes, including but not limited to, the City Building Code, Zoning District Regulations, and stipulations of the Planning and Urban Design Agency ("PDA") of the City. The population densities, land coverage, and building intensities of redevelopment shall be governed by the Zoning Code. No changes in the building codes or ordinances are required.

Each Redeveloper shall develop the Area in accordance with this Plan and the Redevelopment Agreement, and shall maintain all structures, equipment, paved areas, and landscaped areas controlled by the Redeveloper in good and safe order both inside and outside, structurally and otherwise, including necessary and proper painting. Failure to meet these requirements may result in suspension of tax abatement.

8. URBAN DESIGN

a. **Urban Design Objectives**

The property shall be developed as a single-family homeowner occupied residential property with plumbing, electric and HVAC systems inspected and approved by the City so it is an attractive asset to the neighborhood and initially sold for a minimum of \$100,000.

b. **Urban Design Regulations**

Rehabilitation shall respect the original exterior in terms of design and materials. Window and door shapes and detailing shall be compatible with the original design.

c. Landscaping

The property shall be well-landscaped. Perimeter street trees of a minimum caliper of 2-1/2 inches and generally 30-35 feet on center, depending upon tree type, utilities, curb cuts, etc., shall be provided along all public or private streets - preferably in tree lawns along the curb. If necessary, sidewalks shall be notched to accommodate the trees.

Ornamental or shade trees should be provided in the front lawns along with evergreen accent shrubs.

Existing, healthy trees shall be retained, if feasible.

9. PARKING REGULATIONS

Parking shall be provided in accordance with the applicable zoning and building code requirements of the City, including PDA standards. This will provide adequate vehicular parking for the Area.

Where feasible, parking shall be limited to the rear of the property off the alley, and at least one space shall be provided for each residential unit. In addition, surface parking shall not extend beyond the established building line. Surface parking along public streets shall be buffered by a continuous evergreen hedge at least two and one-half (2-1/2) feet high on planting and maintained at three and one-half (3-1/2) feet high at maturity.

10. SIGN REGULATIONS

All new signs shall be limited as set out in the City Code, PDA stipulations, this Plan and contracts between the LCRA and the Redeveloper. All new signs shall be restricted to standard sale/lease signs.

11. BUILDING, CONDITIONAL USE AND SIGN PERMITS

No building, conditional use, or sign permits shall be issued by the City without the prior written approval of the LCRA.

12. PUBLIC IMPROVEMENTS

No additional schools, parks, recreational and community facilities or other public facilities will be required. Additional water, sewage or other public utilities may be required depending on development. The cost of such utility improvements will be borne by the Redeveloper.

If funds are available to the LCRA, it may provide public improvements including, but not limited to, measures for the control of traffic, improvements to street lighting, street trees, and any other improvements which may further the objectives of this Plan.

When developed in accordance with this Plan, the Area will comprise a coordinated, adjusted and harmonious development that promotes the health, safety, morals, order, convenience, prosperity, the general welfare, efficiency and economy of the City.

C. PROPOSED SCHEDULE OF DEVELOPMENT

The implementation of this Plan shall take place in a single phase initiated within approximately one (1) year of approval of this Plan by ordinance and completed within approximately two (2) years of approval of this Plan by ordinance.

The LCRA may alter the above schedule as economic conditions warrant.

D. EXECUTION OF PROJECT

1. ADMINISTRATION AND FINANCING

The LCRA is empowered by Missouri law to administer development of all types pursuant to this Plan and can do so to the extent and in the manner prescribed by the Land Clearance for Redevelopment Authority Law of Missouri.

All costs associated with the development of the Area will be borne by the Redeveloper.

Implementation of this Plan may be financed by funds obtained from private and/or public sources, including, without limitation, revenue bonds, bank loans, and equity funds provided by the Redeveloper.

2. PROPERTY ACQUISITION

The Property Acquisition Map, Exhibit "D" attached, identifies all the property located in the Area. The LCRA

may not acquire any property in the Area by the exercise of eminent domain.

3. PROPERTY DISPOSITION

If the LCRA acquires property in the Area, it may sell or lease the property to a Redeveloper who shall agree to develop such property in accordance with this Plan and the contract between such Redeveloper and the LCRA. Any property acquired by the LCRA and sold to a Redeveloper will be sold at not less than its fair value, taking into account and giving consideration to those factors enumerated in Section 99.450, R.S.Mo. (2000) as amended, for uses in accordance with this Plan.

4. RELOCATION ASSISTANCE

The property within the Area is currently unoccupied. If it should become occupied, all eligible occupants displaced as a result of the implementation of the Plan shall be given relocation assistance in accordance with all applicable federal, state and local laws, ordinances, regulations and policies.

E. COOPERATION OF THE CITY

The City and its Board of Aldermen, by enacting an ordinance approving this Plan, pledges its cooperation to enable the project to be carried out in a timely manner and in accordance with this Plan.

F. TAX ABATEMENT

A Redeveloper may seek ten (10) year real estate tax abatement pursuant to Sections 99.700 - 99.715, Revised Statutes of Missouri, 2000, as amended, upon application as provided therein. Such real estate tax abatement shall not include taxes collected for any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other similar local taxing district created in accordance with Missouri law, whether now existing or later created.

In lieu of the ten (10) year abatement outlined above, a Redeveloper which is an urban redevelopment corporation formed pursuant to chapter 353 of the Missouri Statutes shall hereby be entitled to real property ad valorem tax abatement which shall not include taxes collected for any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other single local taxing district created in accordance with Missouri law, whether new existing or later created, for a total period of up to ten (10) years from the commencement of such tax abatement, in accordance with the following provisions:

If property in the Area is sold by the LCRA to an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes, or if any such corporation shall own property within the Area, then for the first ten (10) years after the date the redevelopment corporation shall acquire title to such property, taxes on such property shall be based upon the assessment of land, exclusive of any improvements thereon, during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. In addition to such taxes, any such corporation shall for the same ten (10) year period make a payment in lieu of taxes to the Collector of Revenue of the City of St. Louis in an amount based upon the assessment on the improvements located on the property during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. If property shall be tax-exempt because it is owned by the LCRA and leased to any such corporation, then such corporation for the first ten (10) years of such lease shall make payments in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the property, including land and improvements, during the calendar year preceding the calendar year during which such corporation shall lease such property.

All payments in lieu of taxes shall be a lien upon the property and, when paid to the Collector of Revenue of the City shall be distributed as all other property taxes. These partial tax relief and payment in lieu of taxes provisions, during up to said ten (10) year period, shall inure to the benefit of all successors in interest in the property of the redevelopment corporation, so long as such successors shall continue to use such property as provided in this Plan and in any contract with the LCRA. In no event shall such benefits extend beyond ten (10) years after the redevelopment corporation shall have acquired title to the property.

G. COMPLIANCE WITH AFFIRMATIVE ACTION AND NONDISCRIMINATION LAWS AND REGULATIONS

1. LAND USE

The Redeveloper shall not discriminate on the basis of race, color, creed, national origin, marital status, sex, age, sexual orientation or physical handicap in the lease, sale or occupancy of the Area.

2. CONSTRUCTION AND OPERATIONS

A Redeveloper shall not discriminate on the basis of race, color, creed, national origin, marital status, sex, age, sexual orientation or physical handicap in the construction and operation of any project in the Area and shall take such affirmative action as may be appropriate to afford opportunities to everyone in all activities of the project, including enforcement, contracting, operating and purchasing.

3. LAWS AND REGULATIONS

A Redeveloper shall comply with all applicable federal, state and local laws, ordinances, executive orders and regulations regarding nondiscrimination and affirmative action, including the "Equal Opportunity and Nondiscrimination Guidelines" in Exhibit "E", attached.

4. ENFORCEMENT

All of the provisions of this Section G shall be incorporated in a Contract between the LCRA and a Redeveloper, which agreement shall be recorded in the office of the Recorder of Deeds. The provisions of G (1) and G (3) shall be covenants running with the land, without limitation as to time, and the provisions of G (2) shall be for the duration of this Plan and any extension thereof.

All of the provisions of Section G shall be enforceable against the Redeveloper, its heirs, successors or assigns, by the LCRA, the City, any state having jurisdiction or the United States of America.

H. MODIFICATIONS OF THIS PLAN

Any proposed modification which will substantially change this Plan shall be approved by the St. Louis Board of Aldermen in the same manner as this Plan was first approved. Modifications which will substantially change this Plan include, but are not necessarily limited to, modifications on the use of eminent domain, to the intended use of the property, to the length of tax abatement, to the boundaries of the Area, or other items which alter the nature or intent of this Plan.

This Plan may be otherwise modified (e.g. urban design regulations, development schedule) by the LCRA, provided that such revisions shall be effective only upon the consent of the Planning Commission of the City. Changes which are not substantial are those that do not go to the crux of this Plan.

I. DURATION OF REGULATION AND CONTROLS

The regulation and controls set forth in this Plan shall be in full force and effect for twenty-five years commencing with the effective date of approval of this Plan by ordinance, and for additional ten (10) year periods unless before the commencement of any such ten (10) year period the Board of Aldermen shall terminate this Plan as of the end of the term then in effect, except as provided in Section G (4) of this Plan.

J. EXHIBITS

All attached exhibits are hereby incorporated by reference into this Plan and made a part hereof.

K. SEVERABILITY

The elements of this Plan satisfy all requirements of state and local laws. Should any provisions of this Plan be held invalid by a final determination of a court of law, the remainder of the provisions hereof shall not be affected thereby, and shall remain in full force and effect.

EXHIBIT "A"

**THE 4054 NEBRASKA AVE. AREA
LEGAL DESCRIPTION**

C. B. 2601 Nebraska Ave.
27 FT 6 IN X 124 ft. 9 IN
St. Louis Commons ADDN
LOT S-27 & N-28
(260100020)

See attached Exhibits B, C & D

EXHIBIT "E"
FORM: 05/26/99

EQUAL OPPORTUNITY AND NONDISCRIMINATION GUIDELINES

In any contract for work in connection with the redevelopment of any property in the Area, the Redeveloper (which term shall include Redeveloper, any designees, successors and assigns thereof, any entity formed to implement the project of which the Redeveloper is affiliated), its contractors and subcontractors shall comply with all federal, state and local laws, ordinances, or regulations governing equal opportunity and nondiscrimination (Laws). Moreover, the Redevelopment shall contractually require its contractors and subcontractors to comply with such laws.

The Redeveloper and its contractor will not contract or subcontract with any party known to have been found in violation of any such laws, ordinances, regulations or these guidelines.

The Redevelopment shall fully comply with Executive Order #28 dated July 24, 1997 relating to minority and women-owned business participation in City contracts.

The Redeveloper agrees for itself and its successors and assigns, that there shall be covenants to ensure that there shall be no discrimination on the part of the Redeveloper, its successors or assigns upon the basis of race, color, creed, national origin, sex, marital status, age, sexual orientation or physical handicap in the sale, lease, rental, use or occupancy of any property, or any improvements erected or to be erected in the Area or any part thereof, and those covenants shall run with the land and shall be enforceable by the LCRA, the City, and the United States of America, as their interests may appear in the project.

The Redeveloper shall fully comply (and ensure compliance by "anchor tenants") with the provisions of St. Louis City Ordinance #60275 which is codified at Chapter 3.09 of the Revised Ordinances of the City of St. Louis.

Approved: December 18, 2003

ORDINANCE NO. 66099 - EXHIBITS B, C & D

